

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 47QMCB20R0001		6. SOLICITATION ISSUE DATE 02/18/2020					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Corey D. Gerst				b. TELEPHONE NUMBER (No collect calls) 202-706-1908		8. OFFER DUE DATE/ LOCAL TIME Group 1: 03/18/2020, 3 PM E Group 2: 04/15/2020, 3 PM E Group 3: 04/24/2020, 3 PM E					
9. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405				CODE QMACB		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE _____ % F.O.B.							
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A)		NAICS: 481111 SIZE STANDARD 1,500					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		<input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO		CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE							
17a. CONTRACTOR/ OFFEROR		CODE IUZK6		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE					
JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101													
DUNS 089002799 TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Domestic Awards International Awards				51 92						\$8,531,691 \$36,757,183	
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$45,288,875					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND													
<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER													
DATED _____ YOUR OFFER ON SOLICITATION/DELIVER (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:													
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)													

(b) (6)

**VP of Sales & Revenue Management**  
**AUTHORIZED FOR LOCAL REPRODUCTION**  
**PREVIOUS EDITION IS NOT USABLE**

3/17/2020

Corey Gerst

7/14/20

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				(X)		47QMCB20R0001	
				(X)		9B. DATED (SEE ITEM 11) 01/17/2020	
				( )		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				( )		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY21 City Pair Program, Worldwide

Amendment 0001 to Solicitation 47QMCB20R0001 is hereby issued to provide the Government's responses to vendor Draft RFP questions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b) (6)</b> - Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
15C. DATE SIGNED 4/16/2020		16C. DATE SIGNED 1/30/2020	
15B. UNITED STATES OF AMERICA <b>(b) (6)</b>		16B. UNITED STATES OF AMERICA <b>(b) (6)</b>	

Previous edition unusable

**General Services Administration City Pair Program  
FY21 Requirement for Scheduled Air Passenger Transportation Services  
Solicitation No. 47QMCB20R0001  
DRAFT RFP QUESTIONS AND GOVERNMENT RESPONSES  
AMENDMENT 1**

No.	Solicitation Reference		Vendor Question	Government Response
	Section	Page #		
1	C.16	35	Can an Air Carrier propose within their proposal a contemplated codeshare relationship/partner that will or may be in place prior to contract award?	Please review Sections C.16, K.7. and K.8. of the Fiscal Year (FY) 2021 draft solicitation for guidance on the pre-award requirements for code share partners.
2	M.1	100	<p>Revision of this section brings forth considerable concern with regards to fairness to all air carriers by removing Subfactor 4 – Full Jet vs. Propeller Planes, Turboprops &amp; Regional Jets (RJs):</p> <ol style="list-style-type: none"> <li>1. Carriers who operate primarily RJs may no longer be incentivized to offer a more compelling bid due to service disadvantage.</li> <li>2. Due to plane size only being considered during the price/technical tradeoff, this creates a more opaque / less transparent award process.</li> <li>3. The gap between RJ seating configuration and mainline has grown for some carriers and has shrunk for others, again creating a service disadvantage.</li> <li>4. Carriers who made investments in their mainline service are not being recognized for this in the most objective scoring measure, primarily technical.</li> </ol> <p>Would GSA please comment on the above mentioned items and explain their intent of the removal of this important Subfactor?</p>	The City Pair Program (CPP) team assesses its evaluation methodology annually and determined the changes referenced in your question were in the best interest of the Government.
3	M.3	101-107	Can the CPP team provide scoring examples for Group 1 line items?	The solicitation provides sample scoring throughout Section M.3. The sample scoring is contained within the subfactors listed in Section M.3.

4	M.5	109	How is the composite fare calculated for International Business Class Line Items when an offeror does not provide a Business Class (_CB) fare?	<p>As stipulated in Section B.4.7.(a) of the FY21 draft solicitation:</p> <p><u>With the exception of international business class line items</u>, offers may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as “_CB” (capacity-controlled contract business fares). Business class fares will only be awarded to the offeror awarded the YCA fare for a specific line item. (emphasis added)</p> <p>Offerors <u>must</u> provide a _CB fare to be considered for award for international business class line items.</p>
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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES		
2. AMENDMENT/MODIFICATION NUMBER 0002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB20R0001 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 02/18/2020 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER <input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY21 City Pair Program, Worldwide

Amendment 0002 to Solicitation 47QMCB20R0001 is hereby issued to provide the Government's responses to vendor Final RFP questions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) - Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
(b) (6)		16C. DATE SIGNED 3/05/20	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

CPP FY21 CONTRACT

5



General Services Administration City Pair Program  
FY21 Requirement for Scheduled Air Passenger Transportation Services  
Solicitation No. 47QMCB20R0001  
**FINAL RFP QUESTIONS AND GOVERNMENT RESPONSES**  
**AMENDMENT 2**

No.	Solicitation Reference		Vendor Question	Government Response
	Section	Page #		
1	All	All	Can you please provide a .doc version of the RFP instead of just .pdf?	Yes. We have uploaded a Word version of the FY21 Final RFP to beta.SAM.gov with Amendment 2.
2	B.2	11	Can we submit a bid for less-than-daily non-stop markets?	<p>Please see RFP Section B.2 Definitions, Required Flights, for service information:</p> <p><b>Required Flights</b> - For purposes of this solicitation, in Group 1 and 2 domestic line items, a contract carrier must have daily service Monday through Friday, including at least one inbound and one outbound flight for each of its five days of service, for it to be counted as weekly service. In Group 1 and 2 international and fifth freedom of the air line items, a contract carrier must have service a minimum of three (3) days per week, including at least one inbound and one outbound flight for each of its three days of service, for it to be counted as weekly service. For Group 3 domestic line items, a contract carrier must have service at least one (1) day per week, Monday through Friday, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service. In Group 3 international line items, a contract carrier must have service at least one day per week on any day of the week, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service.</p>
3	B.2	11	Can we submit a bid for daily non-stop routes but operated seasonally?	Please see the Government's response to question 18.

4	B.3	Page 14	The passenger count (PAX CT) on column I – what is the time frame of the data?	<p>Please see RFP Section B.3, Line Item (Market) Requirements, Passenger Volume</p> <p><i>*Passenger count (PAX) levels are subject to change on a yearly basis based on data analysis of audited data and new requirements.</i></p>
5	Final RFP Attachments	<p>Attachment 4 FY21 Group 1 Line Items</p> <p>Attachment 5 FY21 Group 2 Line Items</p> <p>Attachment 6 FY21 Group 3 Line Items</p>	<p>How can we tell if markets are moved from group 1 to group 2, 3?</p> <p>Example – FLL/MCO and FLL/TPA were in group 1 and now they are not in that group.</p>	<p>Please use FY21 Final RFP Attachments to see which markets fall under Group 1, Group 2 and Group 3.</p> <p><b>For FY20</b>, FLL/MCO (line item #1506) and FLL/TPA (line item #1523) were in Group 1.</p> <p><b>For FY21</b>, FLL/MCO (line item #5418) and FLL/TPA (line item #5446) are now in Group 2.</p>
6	Final RFP Attachment 2 FY21 COPS User Manual	12	<p>I received the following error message, please advise:</p> <ul style="list-style-type: none"> <li>Please check the file header format before upload</li> </ul> <p>I tried to upload the csv file – I named it johnsmith1*- please advise exactly how I should name the file.</p> <p><i>*The Contracting Officer changed the username in this question to protect the offeror's privacy.</i></p>	<p>The error message you received is due to a change to the static fields. As discussed in the COPS Q&amp;A Session held on February 13th, please do not change the column names or the static fields.</p> <p>Please see Attachment 2 FY21 COPS User Manual, 3.2.3 Downloading Offers, page 12:</p> <p><i>Files can be downloaded for either Group 1, Group 2 or Group 3. <b>Please note that each Group file has 7 static fields (columns A-G) that if modified will send an error email stating that the offers were not accepted and that the static fields cannot be changed.</b> The COPS system does not allow changes to columns A-G. Columns A-G include, Item Number, Origin Airport, Destination Airport, Minimum Service, Passenger Count, Number of Flights, Domestic/International.</i></p> <p>Also, for your file uploads, please make sure to add a 1 (Group 1), 2 (Group 2), or 3 (Group 3) after your COPS User ID. Example: johnsmith1, johnsmith2, johnsmith3</p>

7	M.3	106	Subfactor 3: In a minimum nonstop market, do connecting/direct flights receive points? Example: A carrier bidding on a minimum two nonstop city pair, has 3 nonstops inbound/outbound, and two connect flights inbound/outbound. Does the carrier receive 12 points for the nonstop flights and 6 points for the connect flights?	No, in a minimum nonstop market, only nonstop points would be calculated in all technical points.									
8	C.3	22	Maximum connection times are defined in the RFP. Is there a minimum connection time that carriers must adhere to?	No, there is no minimum connection time. In this case, we would follow the airline industry's commercial practice or standard.									
9	M.3	106	Subfactor 3: Are maximum points for the roundtrip city pair or for each direction? Example: Max points for nonstop are 24. Is that 24 points Inbound and 24 points Outbound for a total of 48 points?	Yes, it is maximum for 24 inbound and 24 outbound. So the total maximum points for nonstop is 48.									
10	K.11	74	Will we need to recertify for Section 889 (covered telecommunications equipment or services) compliance for the FY21 City Pair Program solicitation? If so, do we need to respond to FAR 52.212-3, 52.204-26 and GSAR 552.204-70?	Yes, all offerors must recertify the Section 889 component with the FY21 City Pair Program proposal submissions. However, please note that an offeror does not need to provide the same representation twice: per FAR 4.2103(a)(1)(i) and FAR 52.204-24, a response to FAR 52.204-24 is not required if the offeror has responded to the SAM representation provision (FAR 52.204-26 and/or 52.212-3(v)) that it "does not" provide covered telecommunications equipment or services to the Government. And, an offeror's response to FAR 52.204-24 (or non-response to FAR 52.204-24 based on its response to the SAM representation provision (FAR 52.204-26 and/or 52.212-3(v)) that it "does not" provide covered telecommunications equipment or services to the Government) will also be considered the initial response to GSAR 552.204-70.									
11	Attachment 5 – Group 2 Line Items	G2 INTL Tab	<p>The below items have their minimum service listed as "EC", however are on the G2 INTL tab. Is this accurate and intentional?</p> <table><tr><td><u>Line item</u></td><td><u>Origin</u></td><td><u>Destination</u></td></tr><tr><td>9523</td><td>HFD</td><td>FRA</td></tr><tr><td>9524</td><td>HFD</td><td>GLA</td></tr></table>	<u>Line item</u>	<u>Origin</u>	<u>Destination</u>	9523	HFD	FRA	9524	HFD	GLA	Yes, these line items are correctly identified as extended connect. The extended connection markets allow for a maximum of 420 minutes in connection time, it is not a minimum.
<u>Line item</u>	<u>Origin</u>	<u>Destination</u>											
9523	HFD	FRA											
9524	HFD	GLA											



			9525        HFD        GUM 9526        HFD        LON 9527        HFD        MAD 9528        HFD        OKA 9529        HFD        TYO 9530        HFD        VCE																																					
12	Attachment 5 – Group 2 Line Items	G2 Dom Tab	<p>The below items are listed as “I” under D/I, however are included in the G2 Dom tab. Is this accurate and intentional?</p> <table><tr><td><u>Line item</u></td><td><u>Origin</u></td><td><u>Destination</u></td></tr><tr><td>7960</td><td>MAZ</td><td>SJU</td></tr><tr><td>7961</td><td>SJU</td><td>VQS</td></tr></table>	<u>Line item</u>	<u>Origin</u>	<u>Destination</u>	7960	MAZ	SJU	7961	SJU	VQS	Yes, these markets are Domestic (PR to PR). Please see Attachment 5 for the updated D/I determination.																											
<u>Line item</u>	<u>Origin</u>	<u>Destination</u>																																						
7960	MAZ	SJU																																						
7961	SJU	VQS																																						
13	Attachment 4 – Group 1 Line Items	G1 INTL Tab	<p>The below line items have flight counts greater than 1, and are a year over year change. Is this accurate and intentional?</p> <table><tr><td><u>Line item</u></td><td><u>Origin</u></td><td><u>Destination</u></td><td><u>Flights</u></td></tr><tr><td>1906</td><td>HNL</td><td>GUM</td><td>2</td></tr><tr><td>1914</td><td>HML</td><td>TYO</td><td>3</td></tr><tr><td>2057</td><td>SAN</td><td>TYO</td><td>3</td></tr><tr><td>2106</td><td>WAS</td><td>BRU</td><td>2</td></tr><tr><td>2112</td><td>WAS</td><td>FRA</td><td>3</td></tr><tr><td>2118</td><td>WAS</td><td>LON</td><td>3</td></tr><tr><td>2129</td><td>WAS</td><td>STR</td><td>2</td></tr><tr><td>2130</td><td>WAS</td><td>VIE</td><td>2</td></tr></table>	<u>Line item</u>	<u>Origin</u>	<u>Destination</u>	<u>Flights</u>	1906	HNL	GUM	2	1914	HML	TYO	3	2057	SAN	TYO	3	2106	WAS	BRU	2	2112	WAS	FRA	3	2118	WAS	LON	3	2129	WAS	STR	2	2130	WAS	VIE	2	Yes, the minimum requirements for the flights that were identified have been updated for the FY21 City Pair Program solicitation.
<u>Line item</u>	<u>Origin</u>	<u>Destination</u>	<u>Flights</u>																																					
1906	HNL	GUM	2																																					
1914	HML	TYO	3																																					
2057	SAN	TYO	3																																					
2106	WAS	BRU	2																																					
2112	WAS	FRA	3																																					
2118	WAS	LON	3																																					
2129	WAS	STR	2																																					
2130	WAS	VIE	2																																					
14	B.4	13	_CA Definition has extensive changes that are not mentioned in YoY changes Attachment 8. Should these changes be included/mentioned in Attachment 8?	On page 2 of the FY21 RFP under the header of “Significant Changes,” the solicitation states the following; <i>The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein. Please be advised that this list is not all encompassing and it is incumbent upon all interested offerors to review the RFP in its entirety.</i>																																				
15	B.4	15	There are two paragraph 4s in this section. Should this be renumbered to include a #5 or should one of the #4 questions be deleted?	Thank you for bringing this error to our attention. We have corrected it and have uploaded a revised copy of the FY21 Final RFP to beta.SAM.gov with Amendment 2 for your records.																																				

16	F.6	41	If an option period is exercised will the PNR reporting requirements mirror the option dates and when will the reports be due?	Yes, the PNR reporting requirements should remain the same for option periods.															
17	Group 2/3		<p>ISN is an airport that officially closed back in October and a new airport opened in its place (XWA). Will the line items below be modified to change from ISN to XWA or will these line items be removed?</p> <table><tr><td>Line item</td><td>Origin</td><td>Destination</td></tr><tr><td>6242</td><td>ISN</td><td>OMA</td></tr><tr><td>12126</td><td>DEN</td><td>ISN</td></tr><tr><td>12081</td><td>DCA</td><td>ISN</td></tr><tr><td>12655</td><td>ISN</td><td>MSP</td></tr></table>	Line item	Origin	Destination	6242	ISN	OMA	12126	DEN	ISN	12081	DCA	ISN	12655	ISN	MSP	Attachments 5 and 6 have been revised to reflect the updated city pair code (XWA).
Line item	Origin	Destination																	
6242	ISN	OMA																	
12126	DEN	ISN																	
12081	DCA	ISN																	
12655	ISN	MSP																	
18	B.2	11	How should carrier submit schedule information for Group 1 markets where flights are nonstop for less than the full year, but a one-stop qualifying flight is maintained year-round?	<p>Please see RFP Section B.2 Definitions, Required Flights, for service information:</p> <p><b>Required Flights</b> - For purposes of this solicitation, in Group 1 and 2 domestic line items, a contract carrier must have daily service Monday through Friday, including at least one inbound and one outbound flight for each of its five days of service, for it to be counted as weekly service. In Group 1 and 2 international and fifth freedom of the air line items, a contract carrier must have service a minimum of three (3) days per week, including at least one inbound and one outbound flight for each of its three days of service, for it to be counted as weekly service. For Group 3 domestic line items, a contract carrier must have service at least one (1) day per week, Monday through Friday, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service. In Group 3 international line items, a contract carrier must have service at least one day per week on any day of the week, including at least one inbound and one outbound flight for the one day it</p>															

				<p><i>has service, for it to be counted as weekly service</i></p> <p><i>As stated in Section F.5 of the FY21 Final RFP, The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect line item. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in that line item. The Contracting Officer may re-award the line item to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in commercial distribution and reservation systems within two (2) business days of the modification's effective date.</i></p>
19	Group 2/3		How should a carrier submit schedule information for Group 2/3 markets where flights are nonstop for less than the full year, but a one-stop qualifying flight is maintained year-round since relative schedule strength is not an evaluation factor?	Please see the Government's response to question 18.
20	Group 2		How should a carrier handle REK city pairs? Our airline flies NYC - REK nonstop 4 months out of the year. When we're not flying nonstop, we don't meet the minimum schedule requirements for NYC - REK or for any of the REK city pairs. To the best of our knowledge, the same applies for all carriers (they only meet the min schedule requirements while their seasonal nonstops are in service.)	Please see the Government's response to question 18.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1	OF 1	PAGES
2. AMENDMENT/MODIFICATION NUMBER 0003		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)		
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101			(X)	9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB20R0001		
			(X)	9B. DATED (SEE ITEM 11) 02/18/2020		
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY21 City Pair Program, Worldwide

Amendment 0003 to Solicitation 47QMCB20R0001 is hereby issued to update Attachments 5 and 6 (Groups 2 and 3 line items) and extend the Group 2 submission deadline to Wednesday, April 22, 2020 at 3:00 PM ET. This Amendment hereby extends the Group 3 submission deadline to Friday, May 1, 2020 at 3:00 PM ET.

15A. NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item 9A	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) or 10A, as heretofore changed, remains unchanged and in full force and effect.
(b) (6) - Manager	Corey Gerst - Contracting Officer
(b) (6)	16C. DATE SIGNED 3/25/20
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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CPP FY21 CONTRACT

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

12

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1	OF 1	PAGES
2. AMENDMENT/MODIFICATION NUMBER 0004		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)		
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101			(X)	9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB20R0001		
			(X)	9B. DATED (SEE ITEM 11) 02/18/2020		
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER		
				10B. DATED (SEE ITEM 13)		
CODE IUZK6		FACILITY CODE				

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY21 City Pair Program, Worldwide

Amendment 0004 to Solicitation 47QMCB20R0001 is hereby issued to update the minimum requirements for line item 1130 (HNL - SAN) and open the City Pair Offer Preparation System (COPS) on Monday, July 6, 2020 at 8:00 AM ET. The submission deadline for line item 1130 submissions will be Tuesday, July 7, 2020 at 9:00 PM ET.

15A. NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b) (6) - Manager, Pricing		Corey Gerst - Contracting Officer	
(b) (6)		16C. DATE SIGNED 7/1/20	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 Description of Services**

1. The contract carrier shall furnish the services specified herein in accordance with the same services the carrier provides commercially to the general public in scheduled service, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company, and/or contained in the contract carrier's contract of carriage (a copy of which shall be provided to the Government upon request). The terms and conditions included in this solicitation apply to all services provided. In any event of inconsistency between the provisions of this solicitation/contract and the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company and/or contained in the contract carrier's contract of carriage, the provisions of this solicitation/contract will take precedence.
2. For domestic, international, fifth freedom of the air, and international business class line items, the contract carrier shall make available all service on its own metal (aircraft), not merely the service submitted for offer evaluation purposes. For example, if the minimum requirement is connect service, and the carrier offers both connect and nonstop service commercially, both connect and nonstop service shall be made available to the Government CPP passenger, not just the connect service.
  - For domestic line items, the contract carrier shall make available all service on the offered codeshare partner(s).
  - For international and international business class line items, the contract carrier shall make available all service on the offered codeshare partner(s) proposed on a line-item-by-line-item basis. If a codeshare partner is offered but no specific line item is identified, the offeror shall make available all service on the offered codeshare partner in all awarded line items where the codeshare exists.
  - For fifth freedom of the air line items, the contract carrier shall utilize its own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.
  - Reservations on both contract carrier and codeshare carrier flights shall be made on the same basis as for commercial travelers and shall not discriminate in favor of commercial travelers.

### **B.2 Definitions**

Throughout this solicitation, the following terms shall have the meanings as set forth below:



**Airport Code** - The three-letter **International Air Transport Association (IATA)** code that identifies the specific points of origin and destination airports for each line item. Compare [City Code](#).

**Airport Pair** - The origin and destination points of a flight. An airport pair has a domestic airport point of origin and a domestic airport point of destination. Compare [City Pair](#).

**Auto-cancellation** - The cancellation of an un-ticketed coach class City Pair Program reservation (*i.e.*, YCA and \_CA) 48 hours prior to departure time and date applies only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. The cancellation of an un-ticketed business class City Pair Program reservation (*i.e.*, \_CB) seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. There are no fees or penalties associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

**Average Elapsed Flight Time** - Average elapsed flight time is based on the scheduled (published) flight time expressed in minutes and calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum shall be the basis of the calculation. For example, in a line item requiring four (4) flights in each direction, total flight time from origin to destination/destination to origin of the four (4) shortest flights in each direction will be averaged. If a carrier meets the minimum with fewer flights, *e.g.*, two (2) nonstop flights in a four (4) flight minimum connecting line item, the average of the two shortest outbound nonstop flights plus the two (2) shortest inbound flights will be used to calculate the average elapsed flight time.

**Capacity-Controlled Fare (\_CA)** - A fare that does not have ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or flight-specific service. Where awarded, the \_CA inventory must be made available to all flights in a line item. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air \_CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See [Auto-cancellation](#)). A Capacity-Controlled Fare is only restricted by the availability of seats. Compare [Unrestricted Coach Fare](#).

**Centrally Billed Account** - A Government travel account, established by a travel charge card services contractor under contract with GSA, at the request of a participating agency/organization. These may be card/cardless accounts.

**Churning** - The excessive changing, rebooking, and canceling of the same itinerary in the same Passenger Name Record (PNR) in order to hold the reservation.

**Circuity** - Circuity is the ratio of the actual flight mileage to the great circle (direct) mileage, typically expressed as a percentage. See [\(§C.3.B\(4\)\(c\) Maximum Circuity\)](#).

**City Code** - The three-letter International Air Transport Association (IATA) code that identifies the cities of origin and destination associated with each line item. International line items are solicited on the basis of city codes, unless noted otherwise. Compare [Airport Code](#).

**City Pair** - The city origin and destination points of a flight. A city pair has a city point of origin and a city point of destination. Compare [Airport Pair](#).

**Civil Reserve Air Fleet (CRAF) Program** - A program managed by the United States Transportation Command (USTRANSCOM) that provides for airlift services for the Department of Defense (DoD).

**Codeshare** - A marketing arrangement in which an airline places its designator code on a flight operated by another airline, and sells tickets for that flight.

**Connecting Service** - Service between origin and destination points with only one (1) stop and that stop involves changing planes. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops that may involve a change of planes will be allowed.** Compare [Nonstop Service](#) and [Direct Service](#).

**Contract Business Fare (\_CB)** - Contract fare offered by carriers in some domestic and international line items for business class service. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international \_CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion.

**Contract Fare** - The Federal Government awarded airfares as it pertains to the City Pair Program Contract. Contract fares include Unrestricted (YCA), Capacity Controlled (\_CA) and Contract Business (\_CB) fares.

**Debit Memo(s)** - An accounting tool used by all airlines to collect amounts or make adjustments to agent transactions with respect to the issuance and/or use of traffic documents issued by or at the request of a travel agency. **No debit memo(s) shall be issued for churning YCA, \_CA, or \_CB fare type bookings. All other booking/ticketing violations within the Travel Management Center (TMC) airline commercial ticketing agreements will remain intact. The contract carrier shall not issue debit memos to Commercial Travel Offices (CTOs) or TMCs for churning contract fares.** Compare [Churning](#).

**Direct Service** - Service between origin and destination points with only one (1) stop and that stop does not include a change of plane. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where one (1) connect point involving a change of planes and one (1) stop not involving a change of planes, or two (2) stops not involving a change of planes will be allowed.** Compare [Nonstop Service](#) and [Connecting Service](#).

**Domestic Route** - A line item within the fifty states, the District of Columbia, U.S. Territories, and Possessions. Guam (GUM) and American Samoa (APW) are considered International for the purposes of this contract.

**Double Connect** - Service between origin and destination points with two (2) stops and those stops involve changing planes.

**Extended Connection (E/C) Line Item** - Service between origin and destination points with up to two (2) stops and those stops involve changing planes or for a maximum connection time of up to 300 minutes for domestic line items and 420 minutes for international line items. Compare [Connecting Service](#). (See Attachment 4 and Attachment 5).

**Fifth Freedom of the Air** – A scheduled air service right or privilege, granted by a foreign country to American carriers to put down and take on passengers in its territory, where the American carrier flies between two (2) foreign countries on a flight which either originated in or is ending in the United States (e.g., an American carrier moving traffic between Japan and Thailand on scheduled service from the United States to Japan to Thailand). The use of the terms “freedom” and “right” confer entitlement to operate such scheduled air passenger services only within the scope of the multilateral and bilateral treaties (air service agreements) that allow them and which carriers have authority.

**Fuel Surcharge** - A fee for increased fuel costs that carriers have been authorized to impose on awarded fares based on commercial practice and other requirements specified under [§C.11 Taxes, Fees, and Fuel Surcharges](#).

**Full Published Y Fare** - (Also known as the Y, Full Y, Standard Full Y fare). This fare is the highest published Y fare in a line item. Published in the tariff guides, this fare is used to establish prorate shares for interline price computations and handling of rerouted distressed passengers. This fare shall **not** be used as the market fare from which discounts are offered for the YCA/\_CA fares.

**Go/No Go** - “Go” denotes that the proposed product and/or service conforms to the specifications; when it does not, it is “no go.”

**Government Transportation Request (GTR)** - Optional Form 1169 (electronic or paper format), the Government document used to buy transportation services. GTRs are issued and used only for officially authorized passenger transportation for the account of the United States. GTRs may be used to pay for international air travel. For domestic air travel, GTRs may be used under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the U.S. in conjunction with travel that originated overseas.

**Great Circle Mileage** - The actual one-way mileage between two (2) given points taking into account the curvature of the Earth. See [§C.3.B\(4\)\(c\) Maximum Circuity](#).

**Group (See [§C.14 Arranging for Group Travel](#))** - 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

**Inbound** - Service from the designated point of destination to the designated point of origin, *i.e.*, from the airport/city listed second to the airport/city listed first. See [Outbound](#).

**International Route** - A line item between a domestic city point of origin and a foreign city point of destination. These routes will not be airport specific. For the purpose of this contract, Guam (GUM) and American Samoa (APW) are considered international.

**International Business Class Line items** - International line items for which a contract business (\_CB) fare will be solicited and included in the calculation of the composite (evaluated) fare. An agency may authorize/approve business-class accommodations if one of the exceptions identified in the Federal Travel Regulation (FTR) 301-10.123(b) applies. Offerors must submit a \_CB fare for these line items to be considered for award.

**Jet (or Full Jet)** - A jet driven aircraft, not including [propeller planes](#), [turboprops](#), or [Regional Jets](#).

**Last Seat (Inventory) Availability** - Last seat (inventory) availability means as long as there is coach class inventory available to sell on the plane, the Government traveler can purchase it. No reference to a specific Seat Assignment (Seat Choice) is implied. See [Seat Assignment \(Seat Choice\)](#).<sup>1</sup>

**Leg** - Any time an airplane takes off or touches down during a trip. For example, a one way trip between DCA to SAN with a connection in DFW has two (2) legs.

**Line Item** - An airport or city pair, which when solicited is identified by a line item number.

**Market Fare** - (also known as the **Full Economy Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare, the Walk-Up Fare** or the **Selling Y Fare**). This fare is the lowest logical fully refundable air fare with no restrictions or capacity controls. The market fare shall be used as the fare from which discounts are offered for the YCA/\_CA fares. The codes for the market fare may vary by carrier and can be identified, for example, as Y2, Y26, YBV and/or B.

**Minimum Service Standard** - The Minimum Service Standard identifies the minimum level of service required in Groups 1, 2, and 3. As an example service standards may include but not limited to:

- Nonstop or connecting service

<sup>1</sup> A seat that is designated as coach inventory by the contract carrier, regardless of (a) where the seat is located on the aircraft and (b) the commercial nomenclature used by the contract carrier to describe the seat, shall be considered coach for the purposes of a Government traveler that booked either a YCA or \_CA contract fare. See FTR §§301-10.121 & 301-10.124.

- No more than one connect point (if applicable). Up to two (2) connect points (or one (1) connect and one (1) direct flight) are allowed to extended connection line items listed in Attachment 4 and Attachment 5.
- Applicable connect time limitations
- Circuitry limitations
- Timeband limitations

**Nonstop Service** - Service between origin and destination points without any stops. Compare [Connecting Service](#) and [Direct Service](#).

**Outbound** - Service from the designated point of origin to the designated point of destination, *i.e.*, from the airport/city listed first to the airport/city listed second. Compare [Inbound](#).

**Passenger Level Code** - Identifies the Government's estimated number of passengers per year.

**Prepaid Ticket Advice**<sup>2</sup> - (Also known as a prepaid ticket) is a ticket that is purchased in one (1) location for a traveler to pick up at another location.

**Propeller Plane** - An airplane that is driven by a propeller.

**Regional Jet** - An airplane with a total capacity of fewer than 70 seats, including all classes of service. This is also referred to as a commuter jet.

**Required Flights** - For purposes of this solicitation, in Group 1 and 2 domestic line items, a contract carrier must have daily service Monday through Friday, including at least one inbound and one outbound flight for each of its five days of service, for it to be counted as weekly service. In Group 1 and 2 international and fifth freedom of the air line items, a contract carrier must have service a minimum of three (3) days per week, including at least one inbound and one outbound flight for each of its three days of service, for it to be counted as weekly service. For Group 3 domestic line items, a contract carrier must have service at least one (1) day per week, Monday through Friday, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service. In Group 3 international line items, a contract carrier must have service at least one day per week on any day of the week, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service.

**Route Restrictions** - A contract carrier that limits the flights traveled on a particular line item.

**Seat Assignment (Seat Choice)** - A contract carrier's practice of assigning a specific seat to Government travelers will follow the same access and process as it does for commercial

<sup>2</sup> For further information on how to process Prepaid Ticket Advices, please see page 34 in the U.S. Government Passenger Transportation Handbook:  
[https://www.gsa.gov/cdnstatic/Travel\\_Vehicle\\_Card\\_Services/Government%20Passenger%20Travel%20Handbook.pdf](https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf)

customers in the same fare class of service.

**Segment** - All portions of flight (nonstop, direct, connecting, or double connect) necessary to complete the Origin to Destination (O&D) purchased YCA, \_CA, or \_CB fare. Each segment is flown on the same carrier or its codeshare partner. For example, a one-way trip between DCA to SAN with a connection in DFW is one (1) segment.

**Ticket** - The paper or paperless (*i.e.*, electronic) instrument identifying the transportation to which the traveler is entitled.

**Timeband** - The time period in which the flight is scheduled to depart. Timebands are 5:00 AM - 9:30 AM (timeband 1), 9:31 AM - 2:59 PM (timeband 2), 3:00 PM - 7:00 PM (timeband 3), 7:01 PM - 11:59 PM (timeband 4), and 12:00 AM - 4:59 AM (timeband 5).

**Trade Criteria** - In connect line items, each nonstop flight counts as two (2) flights for purposes of meeting the minimum number of required flights.

**Travel Card** - A GSA contractor-issued travel charge card to be used by travelers to pay for passenger transportation services, subsistence expenses, and other travel and transportation related expenses incurred in connection with official travel away from the official duty station.

**Travel Management Centers/Commercial Travel Offices** - Travel Management Centers (TMCs)/Commercial Travel Offices (CTOs) are travel agencies under contract to the Government.

**Turboprop** - A propeller driven aircraft that uses a jet turbine engine to turn the propellers rather than a piston engine.

**Unrestricted Coach Fare** - (Also known as the **Full Economy Fare**, **Lowest Published Unrestricted Coach Fare**, **Lowest Published Y Fare**, **Lowest Unrestricted Coach Fare**, **Lowest Logical Unrestricted Economy Fare**, the **Walk-Up Fare**, or the **Selling Y Fare**). This is the lowest full "Y" fare at which every coach seat is available for sale and may be purchased for one way travel. An unrestricted coach fare is fully refundable and not subject to capacity controls, ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or penalty. For purposes of this definition, an administrative fee for re-booking, re-ticketing, or cancellation is not considered a penalty. This fare is also referred to as the "[Market Fare](#)" in this contract.

**Valid Connect Point** - Actual point at which passengers change planes between origin and destination airports and which meets the connecting time frames [of 300 minutes domestic and 420 minutes international] and maximum circuitry limits as applicable.

**Valid Exception** - One of the [exceptions to the mandatory use requirement](#) is applicable. [See §C.2.C.](#)

**YCA Fare** - A three-letter code used to designate unrestricted coach class contract fares for Government contract carriers. "CA" means "contract award." YCA fares are higher in cost



than \_CA fares, and offer last seat (inventory) availability (unless a flight is already sold out). No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air YCA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date. See [Auto-cancellation](#) and [Unrestricted Coach Fare](#).

**\_CA Fare** - A three-character code used to identify capacity-controlled coach class contract fares for Government contract carriers. \_CA fares are lower in cost than the YCA Fare, with the same conditions (no administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation) except that \_CA fares do not offer last seat (inventory) availability. The first letter of the three-letter fare basis code will vary by airline, e.g., QCA, LCA, etc. Early booking increases the likelihood of reserving a \_CA fare. Domestic, international, and fifth freedom of the air \_CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date. See [Auto-cancellation](#) and [Capacity Controlled Fare \( \\_CA\)](#).

**\_CB Fare** - A three-character code used to identify capacity-controlled Government contract business class fares. The first letter of the three-letter fare basis code will vary by airline. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international \_CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. See [Auto-cancellation](#) and [Contract Business Fare \( \\_CB\)](#).

### **B.3 LINE ITEM (MARKET) REQUIREMENTS**

#### **PASSENGER VOLUME**

Passenger level codes - the codes listed below indicate the Government's estimated number of coach passengers:

<b>PAX LEVEL*</b>	<b>FY21 YEARLY</b>
A	20,000 and above
B	15,000 – 19,999
C	10,000 – 14,999
D	5,000 – 9,999
E	2,500 – 4,999
F	40 – 2,499
G	1-39

\*Passenger count (PAX) levels are subject to change on a yearly basis based on data analysis of audited data and new requirements.

Passenger volume for Group 1, 2, and 3 international business class line items is estimated to be between one (1) and 13,423 passengers yearly. This data for Groups 1, 2 and 3 is based on historical passenger volumes for line items where a business class fare was offered.

Estimated passenger count data is derived from the following sources: DoD and other Federal agencies, as well as the travel card services and other contractors under contract with GSA. These counts are estimates only and are not guaranteed under any resulting contract.

NOTE: PAX figures contained in **Attachment 4 (Group 1)**, **Attachment 5 (Group 2)**, and **Attachment 6 (Group 3)** are not guaranteed and should not be considered as anything other than estimates.

Data Sources		
DoD	<ul style="list-style-type: none"> <li>- Provides figures for the largest single Government travel customer</li> <li>- GTRs are included</li> </ul>	<ul style="list-style-type: none"> <li>- Civilian agencies are not included</li> <li>- New line item PAX levels (particularly) are estimates only</li> </ul>
Federal agencies	<ul style="list-style-type: none"> <li>- Provides figures for customer agencies</li> </ul>	<ul style="list-style-type: none"> <li>- Line item PAX levels are estimates only</li> </ul>
Travel card services contractors (GSA SmartPay®) and/or the Airline Reporting Corporation (ARC)	<ul style="list-style-type: none"> <li>- Most complete source</li> <li>- All transactions that are paid with the travel card are included</li> </ul>	<ul style="list-style-type: none"> <li>- GTRs are not included</li> <li>- May include some non-City Pair fares (e.g., DG, Cat Z,<sup>3</sup> commercial fares, etc.)</li> <li>- Some data may be segmented</li> </ul>

To avoid duplication of estimates, GSA takes the highest estimate of the sources for each line item (market) (between the aggregated agency line item (market) data provided and the GSA SmartPay®/ARC data). GSA is always interested in improving its data quality to better represent future requirements and bring efficiencies to the program. All contract carriers are encouraged to provide any data determined to better improve the requirements development process. This includes, but is not limited to, Federal and military passenger volume information by line item, nonsensical line items, evolving trends, etc.

<sup>3</sup> DG or Discounted Government fares and CatZ or Category Z fares are non-contract Government fares. Guidelines for Government travelers' utilization of these types of fares fall under FTR 301-10.107-108.

#### B.4 Pricing Schedule for Group 1, Group 2, and Group 3 Line Items

1. The offeror shall propose a fixed-price fare for scheduled air passenger transportation services as specified herein in accordance with the same services the offeror provides commercially to the general public in scheduled service. Additionally, during the contract period and any exercised option periods, an economic price adjustment for a fuel surcharge may be assessed as part of a domestic, international, and/or fifth freedom of the air contract fare at the time of ticketing under conditions outlined in [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges – City Pair Program \(CPP\) \(JAN 2016\)](#).
2. The Contractor shall provide only one-way fares under this solicitation. The fare shall apply in either direction of travel for the line item. Contract fares are not applicable to or from intermediate points in connecting service line items.
3. For the below line items, the basic offered price is an [unrestricted coach fare](#) (YCA fare designator) with [Last Seat \(inventory\) Availability](#). In addition, a fare restricted only for capacity (\_CA fare designator) may also be offered in every Group 1,<sup>4</sup> 2,<sup>5</sup> and 3 line item.
4. For international business class line items, the basic offered price is an [unrestricted coach fare](#) (YCA fare designator) with [Last Seat \(inventory\) Availability](#), and a contract business fare (\_CB). In addition, a fare restricted only for capacity (\_CA fare designator) may also be offered.
5. A capacity-controlled (\_CA) fare may be offered only in conjunction with an YCA fare.

All awarded \_CA fares shall be placed above the bottom third of the carrier's commercial fare classification code structure to be identified in the offer. These fares shall be made available on all flights for the fare classification in which the \_CA fare is placed. If the fare class employed for the Government contract fare has seats available for sale, it shall be provided to Government travelers. Advanced ticketing requirements shall not apply to \_CA fares except as permitted by §C.3.A(7). If the contract carrier closes the fare class employed for the Government contract fare, the Government understands that the \_CA fare may not be available for sale to Government travelers at the time of reservation. If the \_CA fare bucket changes during the term of the contract, it is anticipated that Government passengers both booked and/or ticketed at time of change will be protected in the new bucket.

The contract carrier shall notify the Contracting Officer of any changes in the commercial fare classification code structure that affect the awarded bucket/class no later than five (5) business days after the change. The awarded bucket/class shall be revised as needed to ensure that the original proportional relationship of the awarded bucket/class to the other buckets/classes within the contract carrier's commercial fare classification code structure

<sup>4</sup> Group 1 line items are CLINs that are awarded on a best overall value basis using a price/technical tradeoff analysis.

<sup>5</sup> Group 2 and 3 line items are CLINs that are awarded to the technically acceptable, lowest priced offeror; however technical requirements for Groups 2 and 3 differ.

is maintained. The intent is that the Government shall receive \_CA fares at least 60% of the time in domestic and international line items and the Government reserves the right to audit accordingly.

Last seat (inventory) availability applies to the service on a carrier's own flights as well as all offered domestic codeshare partner(s). On international line items, last seat (inventory) availability applies to the service on a carrier's own flights, as well as all offered codeshare partner(s) proposed on a line item-by-line item basis or proposed with no specific line item identification. On fifth freedom of the air line items, last seat (inventory) availability applies to the service on a carrier's own flights.

6. All fares shall include the cost of meals and baggage handling services normally and customarily provided by scheduled carriers to the same class of commercial passengers.
7. Government Business Fares:
  - (a) With the exception of international business class line items, offers may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as “\_CB” (capacity-controlled contract business fares). Business class fares will only be awarded to the offeror awarded the YCA fare for a specific line item.
  - (b) In those contracts that include business fares for Government travelers, carriers shall provide such fares when authorized by the using agency in accordance with the Federal Travel Regulation, Chapter 301 (Travel Allowances), the Joint Travel Regulations, and the Foreign Affairs Manual.
  - (c) Airport codes shall be used in conjunction with the business class contract fare designator (\_CB) in domestic line items. City codes may be used in conjunction with international and fifth freedom of the air \_CB line items, unless otherwise noted.

**(END OF SECTION B)**

## SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK (SOW)

### C.1 BACKGROUND

Since July 1980, GSA has contracted for scheduled air passenger transportation services for Government civilian and military employees traveling on official business. The use of GSA scheduled air passenger transportation services is governed by [41 CFR 301-10.106 through 301-10.143](#) and [41 CFR 301-73.200 through 301-73.202](#).

### C.2 SCOPE

This contract is to provide scheduled air passenger transportation service by certified United States air carriers, under 14 CFR Part 121, for various solicited domestic, international, and fifth freedom of the air line items. To be considered for a contract award, carriers shall meet all solicitation requirements and possess all required certifications as defined in Section H.

**A. Mandatory Users:** Except as otherwise provided in §C.2.B and §C.2.C below, mandatory users for awarded coach class and/or business class service are—

- (1) All uniformed personnel and civilian employees of the Department of Defense including military reservists traveling to and from inactive duty training when authorized by the Department of Defense.
- (2) Civilian employees of agencies of the U.S. Government as defined in 5 U.S.C. 5701, except as noted below; for purposes of this provision, an agency of the U.S. Government as defined in 5 U.S.C. 5701 means:
  - (a) An executive agency (executive department, Government corporation owned by the Government of the United States, or an independent establishment);
  - (b) A military department (Department of the Army, Department of the Navy, and Department of the Air Force);
  - (c) An office, agency, or other establishment in the legislative branch but does not include—
    - (i) A Government controlled corporation (mixed-ownership Government corporation);
    - (ii) A member of Congress; or an office or committee of either House of Congress or of the two (2) Houses; or
    - (iii) The Government of the District of Columbia.
- (3) Uniformed members of the U.S. Coast Guard, the U.S. Public Health Service, and the National Oceanic and Atmospheric Administration.

- (4) Fact and expert witnesses traveling pursuant to a court order, a witness authorization agreement, or other authorizing document issued by a court of competent jurisdiction or a Federal agency.
- (5) Any other person(s) authorized to travel DIRECTLY at the Government's expense (including dependents where authorized by law or regulation) **with the exception of contractors.**
- (6) Employees of the Legal Services Corporation (except grantees).
- (7) Employees of the Neighborhood Reinvestment Corporation.
- (8) Employees of the U.S. Air Force, U.S. Navy, U.S. Marine Corps, and the U.S. Army non-appropriated fund instrumentalities.
- (9) Attorneys, experts, and other persons traveling primarily in connection with carrying out responsibilities under 18 U.S.C. 3006A, (representation for any person financially unable to obtain adequate representation).
- (10) Federal employees of the Farm Credit System Insurance Corporation.
- (11) Federal employees of the Federal Deposit Insurance Corporation.

**Any traveler listed in paragraphs (1) through (11) above are considered mandatory users when traveling at the Government's expense with the exception of military reservists traveling to and from inactive training.**

- (12) Employees of the Farm Credit Administration when traveling on official Government business.
- (13) Employees of the Government of the Commonwealth of the Northern Mariana Islands on official travel.
- (14) Persons traveling on behalf of the American Red Cross National Sector for the purpose of overseas activities or U.S. activities that support the organization's overseas operations (except contractors working for the American Red Cross).
- (15) Employees of a tribe or tribal organization when performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), when such tribe or tribal organization has been added to the contract as a mandatory user by the Contracting Officer (CO) pursuant to this clause. Each eligible tribe or tribal organization will be added individually as a mandatory user by the CO at the sole discretion of the Government and at no additional cost to the Government.



A list of tribes or tribal organizations that are mandatory users may be found at: <http://www.gsa.gov/portal/content/103885>.

- (16) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201.
- (17) Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies for official travel, including:
  - (a) The National Park Foundation;
  - (b) The National Fish and Wildlife Foundation; and
  - (c) The National Forest Foundation.
- (18) District of Columbia Courts.
- (19) Federal employees of the National Credit Union Administration when traveling on official Government business.
- (20) Employees of the Board of Governors of the Federal Reserve System when traveling on official Government business.
- (21) DoD recruits traveling from Military Entrance Processing Stations (MEPS).
- (22) Employees of a tribe or tribally designated housing entity when performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), when such tribe or tribally designated housing entity has been added individually as a mandatory user to the contract by the CO at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribally designated housing entities that are mandatory users may be found at: <http://www.gsa.gov/portal/content/103885>.

- (23) Employees of the United States Holocaust Memorial Museum when traveling on official Government business.
- (24) Employees of the Government of the United States Virgin Islands when traveling on official Government business.

**B. Non-Mandatory Users:** Non-mandatory users may request contract service on an optional basis. Contract carriers may, but are not required to, furnish any requested service to non-mandatory users. Non-mandatory users are—

- (1) All members and employees of the U.S. Congress; employees of the Judicial Branch of the Government; employees of the U.S. Postal Service; U.S. Foreign Service Officers; and employees of any agencies who are not subject to the provisions of 5 U.S.C. 5701-5711.
- (2) Groups of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

**C. Exceptions to the mandatory use requirement.** Mandatory users are not required to use coach and/or business class contract fares when—

- (1) Space on a scheduled contract flight is not available in time to accomplish the purpose of travel or use of contract service would incur unnecessary overnight lodging costs which would increase the total cost of the trip;
- (2) The contract carrier's flight schedule is inconsistent with explicit policies of the specific Federal department or agency or other mandatory user with regard to scheduling travel during normal working hours;
- (3) A non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Government or other mandatory user (the combined costs of transportation, lodging, meals, and related expenses considered);

Note to paragraph (3): This exception does not apply if the contract carrier offers the same or lower fare and has seats available at that fare, or if the fare offered by the non-contract carrier is restricted to Government and military travelers performing official business and may be purchased only with a contractor-issued travel charge card, centrally billed account (e.g., YDG, MDG, QDG, VDG, and similar fares) or GTR where the two (2) previous options are not available;

- (4) Cost effective rail service is available and is consistent with mission requirements; or
- (5) Smoking is permitted on the contract flight and the nonsmoking section of the contract aircraft is not acceptable.

Note 1: Any group of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission, requiring group integrity and identified as a group by the travel management service upon booking is not a mandatory user of the Government's contract city-pair fares. For group travel, agencies are expected to obtain air passenger transportation service that is practical and cost effective to the Government.

Note 2: Contractors are not authorized to use contract city-pair fares to perform travel under their contracts.

Note 3: If the Government contract city-pair carrier offers a lower cost capacity-controlled coach class contract fare (MCA, QCA, VCA, etc.) in addition to the unrestricted coach class contract fares (YCA), the traveler should use the lower cost capacity-controlled fare when it is available and meets mission needs.

### **C.3 TECHNICAL REQUIREMENTS**

#### **A. REQUIREMENTS**

- (1) Any award(s) resulting from this solicitation will be a requirements contract for the services specified in the Schedule of Line Items (Attachments [4](#), [5](#), and [6](#)), and effective for the period of performance. The quantities of services specified in the schedule are **estimates only** and are not guaranteed under any resulting contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (2) Offers received for a contract line item specified in the Schedule of Line Items (Attachments 4, 5, and 6) that do not meet the minimum requirements contained in Sections C.3.B, C.3.C, C.3.D, and C.3.E will not be considered for contract award.
- (3) Delivery or performance shall be made only upon the purchase of tickets in accordance with the terms and conditions of the resultant contract. Subject to any limitation elsewhere in this contract, the contract carrier shall furnish to the Government all services specified in the schedule.
- (4) Except as this contract otherwise provides, the Government shall order from the contract carrier all the services specified in the schedule that are required to be purchased by the Government activities specified as mandatory users in §C.2.
- (5) The Government is not required to purchase from the contract carrier requirements that meet the exceptions to mandatory use in §C.2.
- (6) Tickets shall not be sold under this contract for passenger transportation services after the end of the contract period or any extension to the contract period.
- (7) Contract carriers may auto-cancel an un-ticketed coach City Pair Program reservation (i.e., YCA and \_CA fares) 48 hours prior to departure time and date only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be

no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

- (8) Contract carriers may auto-cancel an un-ticketed business class City Pair Program reservation (i.e., \_CB fare) seven (7) calendar days prior to departure time and date only for reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) days or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

## **B. DOMESTIC ROUTES (LINE ITEMS)**

- (1) Contract Line Item Number (CLIN): Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the City Pair Offer Preparation System (COPS) identified as:

- (a) Group 1
- (b) Group 2
- (c) Group 3

- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:

- (a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop

C - Connecting service

**Note 1:** For all line items, connecting service shall have no more than one (1) connecting point en route. Group 1 and 2 line items connect time shall not exceed 120 minutes.<sup>6</sup> Group 3 has no connection time limit. Extended Connection (E/C) line items listed in Attachment 4 and Attachment 5 with up to two (2) connecting points (or one (1) connect point and one (1) direct flight)) and total connecting time shall not exceed 300 minutes (origin/destination). The offeror shall only list valid connect points. No change of airports at connecting points is allowed for domestic routes.

<sup>6</sup> Line items that include Guam and American Samoa shall not exceed 180 minutes, unless listed as extended connection line items in Attachment 4 and Attachment 5 where total connecting time shall not exceed 300 minutes.

- (b) Identified Passenger Level Code.
- (c) Required number of flights.
  - (i) Group 1 and 2 line items: The required number of daily flights (at a minimum, service each day Monday through Friday), in each direction is listed separately from the passenger count estimates. The number required is 1, 2, 3, 4, 5, or 6 flights in each direction and is based on the minimum requirements of the Government.
  - (ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is 1 flight in each direction one (1) day per week, Monday through Friday.
- (3) Offered Line items
  - (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all required information including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
  - (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
- (4) Connecting Service:
  - (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted as more than one (1) connecting flight in that line item.
  - (b) In connecting service line items, the minimum number of daily flights required will be “traded” for a higher level of service by weighting the levels of service:
    - (i) Each connecting (C) flight and each direct (D) flight counts as one (1) flight; and
    - (ii) Each nonstop (NS) flight counts as two (2) flights. For example, in a line item requiring six (6) connecting service flights (six (6) flights in each direction), the requirement can be met with three (3)

nonstop flights or any combination of nonstop, direct or connecting flights that produces a total number of 6 or more flights in each direction.

Two examples in a line item with a minimum requirement of 6 connecting service flights in each direction		
<b>Example One:</b>		
<u>Inbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N</b>
3	0	2
Equates to $3 + 0 + 2(2) = 7$		
<u>Outbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N</b>
3	1	2
Equates to $3 + 1 + 2(2) = 8$		
Under the “trade” criteria, both inbound and outbound flights above meet the requirement.		
<b>Example Two:</b>		
<u>Inbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N</b>
3	1	1
Equates to $3 + 1 + 1(2) = 6$		
<u>Outbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N</b>
1	2	1
Equates to $1 + 2 + 1(2) = 5$		

In example two, although inbound flights are sufficient, outbound flights are **insufficient**; therefore, the offer for this line item does not meet the minimum requirement. “Trading” of connecting flights applies only for purposes of calculating whether the minimum number of flights is met (§M.3 Evaluation Criteria, Factor One) “Trading” of connecting flights does not apply to calculating the actual number of flights. As an example, if a line item requires 4 connecting flights, and a carrier has two (2) nonstop flights the minimum has been met. For purposes of §M.3 Evaluation Criteria, Factor Two, Subfactor 3, this shall count as two (2) flights, not as four (4) flights.

(c) Maximum Circuitry:

(i) Group 1 and 2 line items: The Government will not accept flights above the following maximum variances over the great circle



mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>	<u>Maximum Circuity</u>
0 – 600 miles	185%
601 – 1,000 miles	175%
1,001 - 1,400 miles	140%
1,401 - 2,000 miles	135%
2,001 - 3,000 miles	130%
3,001 miles or more	125%

- (ii) Group 3 line items: There are no circuity limitations for flights between each city pair.

(d) Timeband:

- (i) Group 1 and 2 line items: Except for flights departing from Alaska and Hawaii, only flights departing on or after 5:00 AM and prior to 12:00 AM that meet the [minimum service standard](#) shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachments 4 and 5). However, for purposes of calculating the total number of flights, all flights meeting the minimum service standard shall count regardless of time of day.

- (ii) Group 3 line items: All offered flights departing at any time of day that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachment 6).

(e) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights except in selected Alaska and Hawaii line items where there may be two (2) connect points.

(f) Nonstop service. In nonstop line items, each nonstop flight counts as one (1) flight.

(g) Connect Line items. For connect line items, only a single stop is permitted, except to Extended Connection line items listed in Attachment 4 and Attachment 5 (where up to two (2) stops are allowed). A connect plus a direct does not meet the minimum requirements except to the extended connection line items listed in Attachment 4 and Attachment 5. No change of airports at connecting points is allowed in offers for domestic routes.

## C. INTERNATIONAL ROUTES (LINE ITEMS)

(1) CLIN: Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the COPS identified as:

(a) Group 1

(b) Group 2

(c) Group 3

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:

(a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop service

C – Connecting service

**Note 1:** For all line items, connecting service shall have no more than one (1) connecting point en route. For Group 1 and 2 line items, connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. Group 3 has no connection time limit. Extended Connection line items listed in Attachment 4 and Attachment 5 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.

(b) Identified Passenger Level Code.

(c) Required number of flights.

(i) Group 1 and 2 line items: The required number of flights in each direction is listed separately from the passenger count estimates. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

(ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is one (1) flight in each direction on any one (1) day per week.

(3) Offered Routes (Line items)

- (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
- (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.

- (b) Maximum Circuity:

- (i) Group 1 and 2 line items: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>	<u>Maximum Circuity</u>
0 - 500 miles	175%
501 - 1,000 miles	160%
1,001 - 1,500 miles	145%
1,501 - 2,500 miles	140%
2,501 - 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

- (ii) Group 3 line items: There are no circuity limitations for flights between each city pair.

- (c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.
- (d) Timeband: All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the

Schedule of Items (Attachments 4, 5, and 6) regardless of the time of day of the flight.

(5) Connect Line items.

- (i) Group 1 and 2 line items: For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.
- (ii) Group 3 line items: There is no limit on connection time. No change of airports at connecting points is allowed in offers for international routes.

**D. FIFTH FREEDOM OF THE AIR LINE ITEMS**

(1) CLIN: Each line item number in the Schedule of Items (Attachment 4) is contained in the COPS identified as:

(a) Group 1

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

- (a) N – Nonstop service – All Fifth Freedom of the Air line items are required to be solicited as nonstop service.
- (b) Identified Passenger Level Code.
- (c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.
- (d) Offerors shall utilize their own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.

(3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required, including the number of nonstop flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

**E. INTERNATIONAL BUSINESS CLASS LINE ITEMS**

- (1) CLIN: Each line item number in the Schedule of Items (Attachment [4](#)) is contained in the COPS identified as:

(a) Group 1

- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

- (a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop service

C – Connecting service with no more than one (1) connecting point en route. Connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. The exception is to extended connections listed in Attachment 4 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.

- (b) Identified Passenger Level Code.

- (c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

- (d) Offerors must submit a \_CB fare for these line items to be considered for award.

- (3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.
- (b) Maximum Circuity: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>	<u>Maximum Circuity</u>
0 - 500 miles	175%
501 - 1,000 miles	160%
1,001 - 1,500 miles	145%
1,501 - 2,500 miles	140%
2,501 - 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

- (c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.

- (5) Connect Line items. For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to extended connections listed in Attachment 4 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

#### **C.4 ELECTRONIC TICKETS**

- 1. If the contract carrier offers “ticketless” or electronic tickets for any awarded routes, it shall furnish electronically what was previously known as a “ticket number” on the physical ticket. This will continue to allow for the transaction to be properly and consistently identified during the booking, payment, refund, reconciliation, and audit processes.

2. If payment is through a contractor-issued travel card or a centrally billed account established under a GSA contract for commercial travel card services, the number will appear in the "Ticket Number/Document Record Number (DRN)" field on the charge card contractor provided tapes.
3. If a GTR or another form of payment is used, the contract carrier shall provide some form of physical documentation of the transaction to the traveler or agency ordering activity to allow for subsequent auditing. This documentation can be an Auditor's Coupon or equivalent.

#### **C.5 PREPAID TICKET ADVICE (PTA)**

When prepaid ticket advice (PTA) service is requested by authorized travelers for contract fares (YCA/\_CA/\_CB) or a combination of contract and non-contract legs, the contract carrier may charge a fee ONLY IF BOTH of the following conditions apply:

1. The reservation is booked at least 24 hours prior to departure (exclusive of weekends and Federal holidays); AND
2. The ticket can be delivered by any means in time for the traveler to receive and utilize the ticket.

The fee charged shall not exceed:

1. The current commercial fee; OR
2. The fee charged under any non-contract Government fares, e.g., Discounted Government (DG) Fares, whichever is lower.

The contract carrier may, at its option, waive the PTA fees.

#### **C.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES**

For travel originating or terminating outside the United States, Puerto Rico, and the U.S. Virgin Islands, each fare (YCA, \_CA, or \_CB) shall allow (at any connect point) at least one (1) free stopover of a duration to be determined by the Government but not to exceed seven (7) calendar days. Stopover points will be unrestricted, with the exception of a stopover point in Hawaii, which may be capacity controlled, up to 50% of coach class (per flight), at the option of the airline.

See [§K.6](#) to submit offeror information on stopovers.

#### **C.7 USAGE OF CONTRACT FARES**

Contract fares may be used in conjunction with other published fares, including other contract and non-contract fares, if necessary. Under this provision, authorized travelers are permitted

to construct contract fares to comprise the best total fare and in doing so contract carriers shall accept the constructed fare for ticketing and service provided, except where otherwise prohibited by applicable statute or regulation.

## **C.8 DISSEMINATION OF CONTRACT FARES**

The contract carrier shall file contract fares under the “YCA”, “\_CA”, or “\_CB” designator. Under no circumstances shall the contract carrier use “YCA”, “\_CA”, or “\_CB” designator codes for any line item in which the carrier is not the Government contract carrier. Airport codes shall be used in conjunction with “YCA”, “\_CA”, and “\_CB” contract air fare designators where applicable. When two airport codes are required (e.g., YCAJFKDCA), the last character shall be dropped (e.g., YCAJFKDC).

The contract carrier shall ensure that contract fares are disseminated and operational in a timely fashion and in accordance with the contract carrier’s commercial means of providing fare information (and ticket availability) throughout all distribution and reservation systems it commercially utilizes. Reservation services shall be operational within twenty (20) calendar days after the date of contract award, and within two (2) business days after the date of any contract modifications.

GSA will conduct an audit of commercial reservation and distribution systems to ensure contract fares and rules are properly loaded and available for purchase.

## **C.9 PASSENGER FACILITY CHARGES/SEGMENT FEES**

1. The collection, handling and remittance of all Passenger Facility Charges (PFC) shall be processed in accordance with the Federal Aviation Administration (FAA) Regulations at 14 CFR Part 158, Subpart C, §158.45 and §158.47.
2. PFCs and segment fees shall not be included as a component of the offered prices. PFCs and segment fees will not be included in the price evaluation.
3. PFCs will not be included in the awarded fares and shall be printed, in accordance with FAA regulations cited in paragraph (1) above, on the ticket at the time of issuance.
4. Segment fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

## **C.10 PASSENGER SECURITY SERVICE FEES**

1. The collection, handling, and remittance of all Passenger Security Service Fees shall be processed in accordance with the Aviation and Transportation Security Act of 2001 (49 U.S.C. 44940).
2. Passenger Security Service Fees shall not be included as a component of the offered prices. Passenger Security Service Fees will not be included in the price evaluation.



3. Passenger Security Service Fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

#### **C.11 TAXES, FEES, AND FUEL SURCHARGES**

- (a) All fares for domestic line items include all existing Federal, state, and local taxes. Airport maintenance fees, administrative fees (e.g., fees charged for route and schedule changes), fuel surcharges currently in place commercially, and other similar charges are to be included in all fares offered, where applicable. Passenger facility charges (PFC), segment fees, and passenger security service fees are not included in the offered fares, but are listed separately on the ticket at the time of issuance.
- (b) For international, fifth freedom of the air, and international business class line items, all fares are exclusive of taxes. Fuel surcharges are to be included in all fares offered. All line items included under the international tariff of the International Air Transport Association may be treated as international line items for purposes of this section.
- (c) Fuel surcharges are governed by [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges - City Pair Program \(CPP\) \(JAN 2016\).](#)

#### **C.12 METHOD OF PAYMENT**

1. The GSA contracts for commercial travel card services to provide individual travel cards (contractor-issued travel cards) to Federal employees to cover transportation and other related expenses incurred during official travel. The GSA travel card contract(s) also provide(s) for the use of centrally billed accounts by Federal agencies to purchase airline tickets. THE ONLY CHARGE CARD(S) OR CENTRALLY BILLED ACCOUNT(S) THE CONTRACT CARRIER(S) IS (ARE) OBLIGATED TO ACCEPT ARE THOSE AWARDED under a GSA contract for travel card services. If there are any questions as to the offered form of payment, the contract carrier's contract administrator (as listed in [§K.2 Contact for Contract Administration](#)) should contact the GSA Contracting Officer.
2. The contract carrier agrees to accept payment through all of the following methods: 1) individually or centrally billed Government travel accounts issued under a GSA contract (see Federal Travel Regulation (FTR) 301-72.3 (41 CFR 301-72.3)); and 2) Government Transportation Requests (GTRs) in electronic or paper format. GTRs may be used to pay for international air travel and other travel related expenses. For domestic air travel (other than §C.12(4)), GTRs may be used only under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the USA in conjunction with travel that originated overseas.

Individually or centrally-billed travel account charge transactions shall be processed by carriers in the same manner as commercial charge transactions. GTRs shall be processed

according to the Federal Management Regulation (FMR) Part 102-118 ([41 CFR Part 102-118](#)).

3. The American Red Cross National Sector shall pay for services only through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
4. Members and employees of the U.S. House of Representatives and Senate pay for services with a travel card or centrally-billed account established under a GSA contract for commercial travel card services, a GTR, cash, money order, or personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier).
5. Employees of a tribe or tribal organizations performing travel necessary to carry out a contract, grant, funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
6. Military reservists traveling to and from inactive duty training when authorized by the Department of Defense shall pay for services through the use of a travel card established under a GSA contract for commercial travel card services in effect during the term of this contract. The Government does not reimburse airline travel costs to military reservists.
7. Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 shall pay for services through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
8. Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, shall pay for services through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
9. Employees of a tribe or tribally designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

### **C.13 REFUNDS**

Upon presentation of proper documents as specified in the U.S. Government Passenger Transportation [Handbook](#), Federal Travel Regulation, or an alternative that has been mutually agreed upon with GSA's Transportation Audits Division, the contract carrier shall fully and promptly refund all unused and partially unused portions of any Government contract fare

ticket to the activity paying for the ticket, the travel management center issuing the ticket, or the individual traveler, as appropriate.

#### **C.14 ARRANGING FOR GROUP TRAVEL (See [Group Definition](#))**

Groups are ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking. Groups are non-mandatory users of the contract fares. If the contract carrier ordinarily arranges group travel through a group desk, then group reservations are to be handled through the contract carrier's group desk. The contract carrier shall identify its contact information for groups.

Transportation offices are the initial points of contact for resolution of questions/disputes for locally arranged group travel. If the civilian agency/DoD and the contract carrier cannot reach resolution regarding the definition of a group, the matter is to be referred to the GSA Contracting Officer.

#### **C.15 GROUP TRAVEL CANCELLATION POLICIES AND FEES**

Groups of ten (10) or more passengers (traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking) are non-mandatory users of this contract. Groups may therefore choose the carrier that best meets their travel needs. Groups of ten (10) or more passengers will be booked through the carrier's group booking procedures and follow that carrier's commercial group reservation, ticketing, and cancellation policies.

#### **C.16 CARRIERS UNDER A CODE-SHARING OR OTHER ARRANGEMENT**

For domestic line items, the contract carrier shall make available all service on offered codeshare partner(s).

For international line items, the contract carrier shall make available all service on offered codeshare partner(s) proposed on a line item-by-line item basis. If a codeshare partner(s) is (are) offered and no specific line item is identified, the offeror shall make available all service on the offered codeshare partner(s) in all awarded line items where the codeshare exists.

The offeror shall list in [§K.7 Carriers Under A Code-Sharing Arrangement](#), all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. The offeror shall certify in [§K.7 Carriers Under A Code-Sharing Arrangement](#) that its offered codeshare is included in the IATA Bilateral Interline E-ticketing Agreements Table (BIETA). DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items prior to award.

**(END OF SECTION C)**

SECTION D  
NOT APPLICABLE

SECTION E  
NOT APPLICABLE

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The contract period of performance begins October 1, 2020 or Date of Award (whichever is later) through September 30, 2021, plus two (2) option periods as follows:

Option 1: October 1, 2021 – November 30, 2021

Option 2: December 1, 2021– December 31, 2021

The Government reserves the right to unilaterally exercise option periods. See [§I.2 Clause 52.217-9 Option to Extend the Term of the Contract \(MAR 2000\)](#).

### F.2 CONFIRMATION OF SERVICE AT THE TIME OF AWARD AND MODIFICATION

Within ten (10) business days after contract award, and at time of a modification, contract carriers shall confirm in writing that they continue to meet the minimum requirements for all line items awarded for the period of performance beginning October 1, 2020 through September 30, 2021. Contract carriers shall itemize any line items where they no longer meet the minimum requirements for the contract period of performance beginning October 1, 2020 through September 30, 2021. For line items that are awarded to a carrier with nonstop service, but where the minimum requirement is connect service, the contract carrier shall re-confirm nonstop service. See [§C.3.B](#), [§C.3.C](#), [§C.3.D](#), and [§C.3.E](#) regarding minimum requirements.

### F.3 QUESTIONS REGARDING CONTRACT CARRIER PERFORMANCE

If, at any time, an offeror believes that the contract carrier no longer meets the minimum requirements for a specific line item(s), the offeror may report this to the Contracting Officer in writing by listing the specific line item(s) in question in an Excel spreadsheet using the below format. Prior to submission, the offeror shall confirm that a specific line item(s): 1) does not meet the minimum requirements; 2) has not been deleted from the contract carrier's contract; and 3) has not been re-awarded to another contract carrier. The Contracting Officer shall, within a reasonable time period, investigate this allegation and, in writing, inform the offeror of the result of the investigation. GSA also reserves the right to monitor schedules to ensure carriers meet minimum requirements.

Carrier	Line Item No.	Origin	Destination	Specific Reason Carrier Does Not Qualify	Citation of Contract
XX	1234	ABC	DEF	Connection time exceeds 120 minutes	§C.3.B.2(a)
XX	1234	ABC	DEF	Carrier no longer offers nonstop service in connect line item	§C.3.B.4(b)(ii) and/or §F.5

#### **F.4 SERVICE BELOW THE MINIMUM**

1. Except where the contract carrier enters into bankruptcy proceedings, the contract carrier is placed into DoD nonuse status (temporary nonuse or suspension), or temporarily reduces or temporarily ceases service, each of which is specifically addressed in (a) through (c) below, the contract may be cancelled (in whole or in part) and re-awarded when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item, or ceases to provide nonstop service in a connect line item, when the nonstop service was the basis for award.
  - (a) **Bankruptcy.** In cases involving a contract carrier entering into bankruptcy proceedings, if the contract carrier ceases service in an awarded line item, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service. If the carrier does not resume service, the re-award is valid for the duration of the contract period.
  - (b) **DoD Nonuse status.** In cases involving a contract carrier for a route being placed into DoD nonuse status (temporary nonuse or suspension), GSA may re-award the affected contract line item(s) until such time as the initial contract carrier is placed back into DoD use status.
  - (c) **Temporary Reduction or Temporary Cessation of Service.** In cases where a contract carrier no longer provides service meeting all of the contract requirements in the awarded line item after the period of performance (October 1, 2020 through September 30, 2021) has begun, and the Government anticipates that the situation will continue for a period greater than fourteen (14) calendar days but less than one hundred and twenty (120) calendar days, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service meeting all of the contract requirements. GSA will not typically apply this subsection (c) when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item due to regularly scheduled reduction of service (e.g., seasonal discontinuance of flight service) or due to suspension/cancellation of airport operations. GSA may rely on any reasonable source of data to determine whether or not a carrier continues to meet the minimum service requirements.

#### **F.5 DISCONTINUANCE OF SERVICE WITHIN A LINE ITEM**

If a contract carrier ceases to provide at least the minimum level of service required by the contract to any line item, the contract carrier shall provide the Government thirty (30) calendar days written notice to the extent practicable prior to reducing or discontinuing the service.

The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect line item. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in

that line item. The Contracting Officer may re-award the line item to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in commercial distribution and reservation systems within two (2) business days of the modification's effective date.

## F.6 AUTO-CANCELLATION

A completed auto-cancellation profile document shall be submitted to GSA within twenty (20) calendar days after award if the contract carrier chooses to participate in auto-cancellation.

The template can be found in the following document:



FY21 Auto  
Cancellation Template

Carriers shall also submit bi-monthly reports of all PNRs cancelled during the period of performance. The report should be an MS Excel document consistent with the following template. The Excel workbook should contain three (3) separate worksheets, one (1) for Domestic reservations, one (1) for International reservations (to include International Business Class Line Items), and another for Fifth Freedom of the Air reservations. Each line item should represent a unique PNR and outbound segment that was never ticketed or cancelled prior to the auto-cancellation. Inbound segments should not be included since they should be automatically cancelled consistent with the requirement.

### Worksheet Number 1: Domestic Reservations

Total Number of Domestic Segments during the reporting period			15,751				
Total Number of Domestic Segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	DCA – ATL	11/8/20	11/13/20	11/15/20	2	1

### Worksheet Number 2: International Reservations

Total Number of International Segments during the reporting period			9,751				
Total Number of International segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	WAS – MVD	11/8/20	11/13/20	11/15/20	2	1



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### Worksheet Number 3: Fifth Freedom of the Air Reservations

Total Number of Fifth Freedom of the Air Segments during the reporting period			151				
Total Number of Fifth Freedom of the Air segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	MNL-SEL	11/8/20	11/13/20	11/15/20	1	1

Bi-monthly cancellation reports are due to the Contracting Officer and Program Management Office (PMO) on the following dates. Reports shall be delivered to [onthego@gsa.gov](mailto:onthego@gsa.gov) and [citypairprogram@gsa.gov](mailto:citypairprogram@gsa.gov). If the due date falls on a weekend or Federal holiday, it will be due by the next business day.

Reporting Period	Report Due Date
October 1 – November 30	December 15, 2020
December 1 – January 31	February 15, 2021
February 1 – March 31	April 15, 2021
April 1 – May 31	June 15, 2021
June 1 – July 31	August 15, 2021
August 1 – September 30	October 15, 2021

## F.7 EDUCATION AND COMPLIANCE

GSA endeavors to ensure that travelers and their agencies are using the City Pair Program properly and maximizing the benefits of the program. Carriers are urged to identify travelers and their agencies that can benefit from educational outreach efforts. In instances where the carrier has concerns about the usage of CPP, the circumstance and any attendant documentation should be brought to the attention of the Contracting Officer for prompt resolution.

(END OF SECTION F)

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 ORDERING OF SERVICES

- (a) For travelers governed by the scope of this contract (See [§C.2](#)), a request for coach class service and/or business class service will be construed to mean a request for the contract fare, unless the traveler specifies otherwise. If there is no contract fare, then the request will be construed to mean a request for a combination of contract fares and/or any other available fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (b) Business Class - A request for business class service will be construed to mean a request for the business class contract fare, unless the traveler specifies otherwise. If there is no business class contract fare, then the request will be construed to mean a request for business class fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (c) Method of Ordering - Service will be ordered with one (1) of the payment methods identified in the [Method of Payment](#) section. The various procedures for ordering services are as follows:
  - (1) A Travel Management Service as defined under FTR § 300-3.1 is the usual means of ordering services.
  - (2) All American Red Cross (Red Cross) travel reservations, including travel for overseas activities or U.S. activities that support the organization's overseas operations, will be made through the Red Cross corporate travel agency. Each Red Cross user will have an employee picture identification card. The corporate travel agency will receive authorization to use contract fares via an International Services Department Travel Authority form.
  - (3) Members and employees of the U.S. House of Representatives and the Senate may order services directly by using an individually or centrally-billed Government travel account issued under a GSA contract; cash, money order, personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier); or GTR.
  - (4) Employees of tribes or tribal organizations performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), may order services through a TMC or through a CTO.
  - (5) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 may order services through the Eisenhower Fellowships' corporate travel agency.

- (6) Employees of the foundations, established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, may order services through a corporate travel agency.
- (7) Employees of a tribe or tribally designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), may order services through a TMC or through a CTO.

## **G.2 AUDIT OF CONTRACT FARES**

### **A. AUDITS BY GSA'S TRANSPORTATION AUDITS DIVISION**

1. The Government shall conduct audits of transportation bills from a carrier in accordance with 31 U.S.C. § 3726 and Federal Management Regulation (FMR) Part 102-118 (41 CFR 102-118). Applicable and relevant provisions of GSA's U.S. Government Passenger Transportation [Handbook](#)<sup>7</sup> are incorporated herein by reference in terms of transportation audits processes and procedures related to the transportation of individuals under the GSA City Pairs contract.
2. The Government reserves the right to issue overcharges whenever the lowest fully refundable coach fare or business class fare charged is greater than the applicable awarded contract fare for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.
3. The Government reserves the right to issue overcharges whenever the fare charged is greater than any unrestricted lowest fully refundable coach fare offered by the contract carrier to the general public that is lower than the contract fare, for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.
4. Prior to the post-payment audit, the contract carrier may voluntarily reimburse the ordering activity by the amount of any money due the Government. This should be done through the normal refund process associated with the travel card contractor, or directly to the ordering agency's finance office when other payment means are used. The contract carrier shall maintain documentation of this refund.

### **B. AUDIT OF VENDOR PERFORMANCE**

GSA, or its designee, will conduct routine audits of all commercial distribution and reservation systems to ensure vendor performance. Audits may include, but not be limited to:

<sup>7</sup>[https://www.gsa.gov/cdnstatic/Travel\\_Vehicle\\_Card\\_Services/Government%20Passenger%20Travel%20Handbook.pdf](https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf)

- Proper dissemination, display, and loading of fares and rules. The Contractor shall correct any improperly filed or displayed contract fare or rule within two (2) business days of notification. Failure to correct improperly filed or displayed contract fares may result in termination for cause of the awarded line item. Any of these terminated line items can be subsequently re-awarded to another carrier that offers the best value to the Government, at the Government's discretion.
- Availability of \_CA/\_CB fares
- Minimum service requirements in line items
- Fuel surcharges
- Codeshares and route restrictions

### **G.3 PRICE REDUCTION**

If, after award, the contract carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the contract carrier shall provide the lower fare to Government travelers in lieu of the contract fare.

If, after award, the contract carrier offers a commercial fare, other than an unrestricted coach fare that is lower than the contract fare, the traveler can request the lower commercial fare. The contract carrier shall provide the lower fare in lieu of the contract fare, if the traveler qualifies for the lower fare and space is available at the time of booking.

In addition, on or after the effective date of this contract, the Contract carrier may at any time reduce the contract fare of the service(s) to the Government, either temporarily or permanently. Any price reduction offered by a contract carrier shall be for a minimum of thirty (30) calendar days. The contract carrier shall notify the Contracting Officer and the price reductions will be implemented by contract modification.

**(END OF SECTION G)**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NONDISCRIMINATION AGAINST HANDICAPPED TRAVELERS**

The Air Carrier Access Act of 1986 and all implementing regulations issued by the Department of Transportation are applicable to this contract, and are specifically incorporated by reference herein: (e.g., 14 CFR Part 382, 49 CFR Part 27, 49 U.S.C. 41705, etc.).

### **H.2 DEPARTMENT OF TRANSPORTATION AND TRANSPORTATION SECURITY ADMINISTRATION**

The contract carrier shall comply with all provisions of the Federal Aviation Act of 1958 (as amended), as well as relevant rules, regulations, and policies issued by the Department of Transportation (DOT) and the Transportation Security Administration (TSA).

### **H.3 AIR CARRIER QUALITY AND SAFETY**

Prior to award, in accordance with the provisions of 32 CFR 861.4, DoD Air Transportation Quality and Safety Requirements, DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. All offerors and their U.S. air carrier codeshare partners proposed for service on offered line items shall remain in an approved status throughout the period of performance for the contract.

In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5. However, DoD will periodically review the performance of such foreign carriers. This review may consist of recurring performance evaluations, periodic examination of the U.S. code-sharing carrier's operational reviews and assessments of the foreign carrier, and, where appropriate and agreed to by the air carriers concerned and DoD, on-site surveys of the foreign air carrier. Such carriers must also meet the 12 months prior experience requirement of 32 CFR 861.4(e)(1).

See [§K.8](#) to submit offeror certification of air carrier quality and safety.

### **H.4 DOD TEMPORARY NONUSE STATUS OR SUSPENSION**

1. If at any time during the term of the contract, a carrier serving an awarded line item(s) is placed in temporary nonuse status by the DoD, or suspension by the DoD in accordance with 32 CFR 861.4(e)(1)(iv), the Government may, with no cost or liability to the Government or any department, agency, entity, or official therein:
  - (a) Discontinue DoD use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a U.S. air carrier in such status; and/or

- (b) Discontinue Government use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a foreign codeshare air carrier in such status.
- 2. If, during the term of this contract, such period of temporary nonuse and/or suspension is terminated by DoD, through reinstatement or otherwise, use of services will resume in accordance with the terms of the contract.

## **H.5 CIVIL RESERVE AIR FLEET (CRAF) PROGRAM**

- (a) In order to receive a contract award under this solicitation, all offerors shall participate in the CRAF Program or, in the alternative, receive a Letter of CRAF Technical Ineligibility from the United States Transportation Command (USTRANSCOM), Directorate of Acquisition, Airlift Division (TCAQ-C).
- (b) CRAF eligible carriers are Federal Aviation Regulations Part 121 certified carriers with international over water or domestic only capability. For a copy of the solicitation, or to determine technical eligibility, contact:

USTRANSCOM, TCAQ-C  
Building 1900 W  
508 Scott Drive  
Scott AFB, IL 62225-5357  
(618) 220-7141

DoD Commercial Airlift Division  
HQ AMC/A3B  
402 Scott Drive Unit 3A1  
Scott AFB, IL 62225-5302  
(618) 229-4801

During the entire period of this contract, the contract carrier shall participate in the CRAF Program or have been certified as technically ineligible for CRAF membership. GSA will terminate this scheduled air passenger transportation services contract for cause in accordance with FAR 52.212-4 (m) Contract Terms and Conditions—Commercial Items (OCT 2018), Termination for Cause, of this contract for failure of the contract carrier to maintain the conditions set-forth above.

See [§K.9](#) to submit offeror certification of CRAF status.

## **H.6 INTERPRETATION OF CONTRACT REQUIREMENTS**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

**(END OF SECTION H)**

## PART II – CONTRACT CLAUSES



## SECTION I – CONTRACT CLAUSES

### I.1 [52.252-2](#) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/browse/index/far>.

<a href="#">52.203-3</a>	GRATUITIES	APR 1984
<a href="#">52.203-17</a>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
<a href="#">52.204-4</a>	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
<a href="#">52.222-1</a>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
<a href="#">52.222-3</a>	CONVICT LABOR	JUN 2003
<a href="#">52.222-35</a>	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
<a href="#">52.223-6</a>	DRUG-FREE WORKPLACE	MAY 2001
<a href="#">52.229-3</a>	FEDERAL, STATE, AND LOCAL TAXES (APPLICABLE TO DOMESTIC LINE ITEMS ONLY)	FEB 2013
<a href="#">52.242-13</a>	BANKRUPTCY	JUL 1995

### I.2 INCORPORATED CLAUSES

#### [52.212-4](#) CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing

institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* ~~Changes in the terms and conditions of this contract may be made only by written agreement of the parties.~~ (DEVIATION) See [FAR 52.243-1](#) CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984).

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (DEVIATION)

~~(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—~~

- ~~(i) Name and address of the Contractor;~~
  - ~~(ii) Invoice date and number;~~
  - ~~(iii) Contract number, line item number and, if applicable, the order number;~~
  - ~~(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;~~
  - ~~(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;~~
  - ~~(vi) Terms of any discount for prompt payment offered;~~
  - ~~(vii) Name and address of official to whom payment is to be sent;~~
  - ~~(viii) Name, title, and phone number of person to notify in event of defective invoice;~~
- ~~and~~

~~(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.~~

~~(x) Electronic funds transfer (EFT) banking information.~~

~~(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.~~

~~(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.~~

~~(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.~~

~~(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.~~

~~(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.~~

~~(i) Payment.— (DEVIATION) See [§C.12, METHOD OF PAYMENT](#).~~

~~(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.~~

~~(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.~~

~~(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.~~

~~(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.~~

~~(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—~~

~~(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—~~

~~(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);~~

~~(B) Affected contract number and delivery order number, if applicable;~~

~~(C) Affected line item or subline item, if applicable; and~~

~~(D) Contractor point of contact.~~

~~(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.~~

~~(6) Interest.~~

~~(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.~~

~~(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.~~

~~(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —~~

~~(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;~~

~~(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or~~

~~(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer ([see 32.607-2](#)).~~

~~(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.~~

~~(v) Amounts shall be due at the earliest of the following dates:~~

~~(A) The date fixed under this contract.~~

~~(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.~~

~~(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —~~

~~(A) The date on which the designated office receives payment from the Contractor;~~

~~(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or~~

~~(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.~~

~~(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.~~

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) ~~Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.~~ (DEVIATION) See [§C.11, TAXES, FEES and FUEL SURCHARGES.](#)

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor

(n) ~~Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.~~ (DEVIATION) ([See Addendum 2](#))

(o) ~~Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.~~ (DEVIATION) ([See Addendum 2](#))

(p) ~~Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.~~ (DEVIATION) ([See Addendum 2](#))

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JAN 2020)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov* 2015).

(5) [52.233-3](#), Protest After Award (*Aug* 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct* 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5)[Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).



- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- \_\_\_ (10)[Reserved].
- \_\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C.657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- \_\_\_ (13)[Reserved]
- \_\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C.644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X** (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- X** (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Aug 2018) ([15 U.S.C. 637\(d\)\(4\)](#))
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- X** (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Aug 2018) of [52.219-9](#)
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C.637\(a\)\(14\)](#)).
- X** (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(ii\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) ([15 U.S.C. 657f](#)).
- \_\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O.11755).
- \_\_\_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- X** (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X** (28) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X** (29) (i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (July 2014) of [52.222-35](#).



- ☒ (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
- \_\_\_ (ii) Alternate I (*July 2014*) of [52.222-36](#).
- \_\_\_ (31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- ☒ (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☒ (34) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- \_\_\_ (38) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- \_\_\_ (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- \_\_\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- ☒ (45) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- \_\_\_ (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (*May 2014*) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (*May 2014*) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (*May 2014*) of [52.225-3](#).

\_\_\_ (48) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

**X** (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).

\_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).

**X** (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

**X** (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).

\_\_\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C. 3332](#)).

\_\_\_ (57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C. 3332](#)).

**X** (58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).

\_\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (60) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).

\_\_\_ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

**X** (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

- \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- \_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- \_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan* 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
  - (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
  - (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
  - (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
  - (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
  - (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
  - (xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
  - (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
  - (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
  - (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
  - (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
  - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
  - (xx) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
  - (B) Alternate I (*Jan* 2017) of [52.224-3](#).
  - (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

## **52.216-21 REQUIREMENTS (OCT 1995) (DEVIATION)**

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ~~Ordering clause~~ (DEVIATION) terms and conditions of the City Pair

Program contract. Subject to any limitations in ~~the Order Limitations clause or elsewhere in~~ (DEVIATION) this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ~~Ordering clause~~ (DEVIATION) terms and conditions of the City Pair Program contract. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) ~~The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.~~ (DEVIATION)
- (e) ~~If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.~~ (DEVIATION)
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to ~~make any deliveries~~ perform under this contract ~~after the contract period of performance has expired.~~ \_\_\_\_\_ ~~[insert date].~~ (DEVIATION) after the date in which all orders issued prior to contract expiration with date(s) of order fulfillment after contract expiration have been completed.

(End of Clause)

#### **52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) calendar day of expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least three (3) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifteen (15) months.

(End of Clause)

**52.243-1 CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984) (DEVIATION)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
  - ~~(2) Time of performance (i.e., hours of the day, days of the week, etc.).~~
  - ~~(3) Place of performance of the services.~~
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) *Clauses.*

X 552.203-71, Restriction on Advertising

X 552.215-70, Examination of Records by GSA

X 552.215-72, Price Adjustment – Failure to Provide Accurate Information

X 552.229-70, Federal, State, and Local Taxes **(Applicable to domestic line items only)**

(End of Clause)



**552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)**

(a) *Deviations to FAR clauses.*

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

**552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)**

(a) Definitions. As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any

contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

#### **I-FBG-LS001 ECONOMIC PRICE ADJUSTMENT FOR FUEL SURCHARGES - CITY PAIR PROGRAM (CPP) (JAN 2016)**

During the contract period and any exercised option periods, a fuel surcharge may be assessed as part of a contract fare at the time of ticketing under the following conditions:

- (1) A fuel surcharge is allowed on a line item (market) where a fuel surcharge has been imposed commercially to all customers in the booking inventories (buckets) in either the fares or as miscellaneous fees. The changes shall correspond to the YCA, \_CA and \_CB contract fares for a minimum of 14 consecutive days. A fuel surcharge that has been imposed and terminated can only be re-instated after being imposed commercially for 14 consecutive days. Fuel surcharge requests may be submitted to GSA at any time after contract award and throughout the contract period. Fuel surcharge requests submitted after contract award and before the start of the contract period will be effective on the effective date of the contract or 14 days after the fuel surcharge was imposed commercially, whichever date is later and after approval by the Contracting Officer. A fuel surcharge may be applied to contract fares if the fuel surcharge was imposed commercially after submission of offers but before the effective date of the contract. Any fuel surcharge commercially in place at the time of offer submission must be included in the offered fare. To the extent possible, all anticipated fuel surcharges should be included in the fare offered at the time of offer submission.



- (2) A carrier shall report to the GSA Contracting Officer in writing when a fuel surcharge is imposed, identifying the start date of that commercial fuel surcharge and the amount of the fuel surcharge on a line item (market) by line item (market) basis. A carrier shall also identify the booking inventories (buckets) corresponding to the YCA, \_CA and \_CB to which the fuel surcharge applies commercially. When notifying GSA of fuel surcharge implementation, for any fuel surcharge that was initiated after the date of submission of the carrier's offer to GSA but before the contract effective date, the carrier shall include in its submission a written representation that the original offer price did not include any amount for anticipated fuel surcharges. If the offered price did include an amount to offset anticipated fuel surcharge, the carrier must state the dollar amount included in the offer, and GSA will address the matter with the carrier. When notifying GSA of a new (or updated) fuel surcharge, the carrier must submit the fuel surcharge information in a spreadsheet of the following format (enter 0 for no fuel surcharge) and obtain written approval, prior to imposing fuel surcharges on CPP fares, from the CPP Contracting Officer that the fuel surcharge application is verified and acceptable:

Airline	Line Item #	Origin City Code or Airport Code and Name	Destination City Code or Airport Code and Name	YCA FSC 1 way in USD	_CA FSC 1 way in USD	_CB FSC 1 way in USD	Date when imposed commercially	Date when applicable to CPP
Airline name	1855	DCA	LAX	\$10	\$0	\$0	9/1/20XX	10/1/20XX
Airline name	5866	WAS	FRA	\$50	\$30	\$0	10/15/20XX	10/29/20XX

**Note:** Where applicable, domestic is always first when listing origin city/airport code, and international is always second when listing destination city/airport code.

Whenever a fuel surcharge is updated (whether an increase or a decrease), the complete spreadsheet must be submitted in its entirety. The spreadsheet must include both changed fuel surcharge amounts and effective dates and also unchanged fuel surcharge amounts and effective dates. In addition, the carrier shall provide substantiating documentation that the fuel surcharge has been applied commercially for the 14-day period. Upon receipt of the documents, the GSA Contracting Officer shall acknowledge receipt of the required materials within 2 business days, and complete the review of the fuel surcharge request within 10 business days, unless otherwise notified by the GSA Contracting Officer. If the Government requires more time for review, it shall indicate so in the receipt acknowledgement what the alternative review schedule will be. A carrier shall not impose any fuel surcharge unless written approval from the Contracting Officer is received.

- (3) A carrier must cease any fuel surcharge on contract fares when the fuel surcharge is no longer imposed commercially. The carrier must also notify the GSA Contracting Officer in writing when the fuel surcharge is removed, identifying the end date of the fuel surcharge. In no instance shall the Government be charged a higher fuel surcharge than that imposed commercially.
- (4) Should a carrier not comply with the above terms, the Government may terminate for cause the line item(s) (market(s)) for which the carrier failed to comply with the provisions of §[C.11](#). Audits of contract fares will include a review of fuel surcharges.

Improperly assessed surcharges on contract fares shall be reimbursed to the Government, or, if not, subject to the issuance of an overcharge under §[G.2](#), Audit of Contract Fares.

(End of Clause)

**(END OF SECTION I)**

## PART IV – REPRESENTATIONS

## SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 AUTHORIZED NEGOTIATORS

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail address of the authorized negotiators.)

NAME	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
(b) (6)		(b) (6)	(b) (6)

### K.2 CONTACT FOR CONTRACT ADMINISTRATION

Offerors are required to designate a person(s) to be contacted for prompt contract administration.

#### PRIMARY:

NAME: (b) (6)

TITLE: Analyst Revenue Management

ADDRESS: 27-01 Queens Plaza North, Long Island City, NY

ZIP CODE: 11101

TELEPHONE NO. (b) (6)

FAX NO. (b) (6)

EMAIL ADDRESS: (b) (6)@jetblue.com

#### ALTERNATE:

NAME: (b) (6)

TITLE: Analyst Revenue Management

ADDRESS: 27-01 Queens Plaza North, Long Island City, NY

ZIP CODE: 11101

TELEPHONE NO. (b) (6)

FAX NO. (b) (6)

EMAIL ADDRESS: (b) (6)@jetblue.com

### K.3 CUSTOMER SERVICE POINT OF CONTACT

In addition to the contact for contract administration, carriers will provide a point of contact to assist Government travelers with specific carrier issues (name, telephone number, email address, and/or web site).

NAME: Jetblue Airways

TITLE: Business to Business Desk

ADDRESS: 6322 South 3000 East, Suite G50, Salt Lake City, UT

ZIP CODE: 84121

TELEPHONE NO. 888-538-2833 (option 3)

FAX NO.

EMAIL ADDRESS: B2B@jetblue.com

WEBSITE: www.jetblue.com

### K.4 ACCURATE SCHEDULE INFORMATION DECLARATION

The offeror hereby declares that all information submitted with its offer is complete, accurate, and correct to the best of its knowledge and belief.

NAME AND TITLE OF INDIVIDUAL MAKING DECLARATION

(b) (6)

NAME (Typed)

Analyst Revenue Management

TITLE (Typed)

(b) (6)

SIGNATURE

DATE

3/17/2020

### K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-4212) report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☒, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

## K.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES

If the offeror does not specify a greater number of stopovers or a greater number of days in the space designated below, the offeror agrees to allow one (1) free stopover of up to seven (7) calendar days in accordance with this contract provision.

The offeror allows 1 (must be one (1) or greater) stopover(s) for a period of time determined by the Government but not to exceed 7 (must be seven (7) days or greater) days.

## K.7 CARRIERS UNDER A CODE-SHARING ARRANGEMENT

The offeror shall list below all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items.

CPP Carrier Name	Codeshare Partner Name	Codeshare Partner Airline Code	U.S. or Foreign Codeshare Partner	DoD Safety Approval Status**	DOT OST/FAA Foreign Codeshare Safety Approval Status
JetBlue Airways Corp.	Emirates Airlines	EK	Foreign	Approved	Approved
JetBlue Airways Corp.	Qatar Airways Company Q.C.S.C	QR	Foreign	Approved	Approved
JetBlue Airways Corp.	South African Airways	SA	Foreign	Approved	Approved

\*\* In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under the GSA City Pair Program pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5.

In international line items only, if the offeror is offering a codeshare partner(s) by line item, the line item(s) must be identified in the following format:

Line Item No.	Origin	Destination	Codeshare Partner(s)
1852	CHI	AMM	EK
1987	NYC	AMM	EK
2309	SAN	BAH	EK
1837	BOS	DXB	EK
1855	CHI	DXB	EK
1876	DFW	DXB	EK
1919	HOU	DXB	EK
1941	LAX	DXB	EK

1995	NYC	DXB	EK
2064	SEA	DXB	EK
2301	CHI	DOH	QR
2313	TPA	DOH	QR
2318	WAS	ACC	SA
2321	WAS	AMM	EK
2325	WAS	BAH	EK
2330	WAS	BKK	EK
2338	WAS	CPT	SA
2343	WAS	DOH	QR
2345	WAS	DXB	EK
2360	WAS	JNB	SA
2366	WAS	KWI	EK
2355	WAS	ISB	EK
2361	WAS	KBL	EK
9288	BOS	AMM	EK
10068	SEA	AMM	EK
10096	SFO	AMM	EK
9730	NYC	ATH	EK
10430	ATL	DXB	EK
9289	BOS	BAH	EK
9331	CHI	BAH	EK
9495	FLL	BAH	EK
9630	LAX	BAH	EK
9733	NYC	BAH	EK
10070	SEA	BAH	EK
10098	SFO	BAH	EK
11159	TPA	BAH	EK
9332	CHI	BKK	EK
9547	HOU	BKK	EK
9631	LAX	BKK	EK
9738	NYC	BKK	EK
10071	SEA	BKK	EK
10099	SFO	BKK	EK
10460	BNA	KWI	EK
9297	BOS	ISB	EK
9299	BOS	KWI	EK
9339	CHI	KWI	EK
9600	JAX	DXB	EK
9938	RDU	DXB	EK
11049	SAN	DXB	EK
9759	NYC	JNB	SA
9643	LAX	KWI	EK
9762	NYC	KWI	EK

10078	SEA	KWI	EK
9768	NYC	MIL	EK
10723	HOU	AMM	EK
10446	AUS	DXB	EK
10455	BNA	BAH	EK
10564	DEN	BAH	EK
10724	HOU	BAH	EK
10882	MSY	BAH	EK
10950	ORL	BAH	EK
10472	BOS	BKK	EK
11132	SLC	BKK	EK
11161	TPA	BKK	EK
10459	BNA	DXB	EK
10502	CHI	ISB	EK
10513	CHS	DOH	QR
10521	CLT	DOH	QR
10567	DEN	DOH	QR
10806	LAX	DOH	QR
11011	RDU	DOH	QR
11110	SFO	DOH	QR
11111	SFO	DXB	EK
10896	NYC	ISB	EK
13262	BNA	AMM	EK
13301	CLT	AMM	EK
13333	DEN	AMM	EK
13347	DFW	AMM	EK
13361	DTT	AMM	EK
13548	MIA	AMM	EK
13718	RIC	AMM	EK
13791	SLC	AMM	EK
13224	ATL	BAH	EK
13225	ATL	BKK	EK
13231	ATL	DOH	QR
13241	ATL	KWI	EK
13256	AUS	BAH	EK
13292	CHS	BAH	EK
13302	CLT	BAH	EK
13362	DTT	BAH	EK
13502	JAX	BAH	EK
13586	MSP	BAH	EK
13701	PVD	BAH	EK
13719	RIC	BAH	EK
13334	DEN	BKK	EK
13733	SAN	BKK	EK



13263	BNA	DOH	QR
13275	BOS	DOH	QR
13276	BOS	KBL	EK
13288	CHI	KBL	EK
13294	CHS	KWI	EK
13338	DEN	KWI	EK
13350	DFW	DOH	QR
13353	DFW	KBL	EK
13354	DFW	KWI	EK
13459	HOU	DOH	QR
13513	LAS	DOH	QR
13556	MIA	DOH	QR
13600	NYC	DOH	QR
13684	PHL	DOH	QR
13736	SAN	DOH	QR
13765	SEA	DOH	QR
13367	DTT	KWI	EK
13405	FLL	DXB	EK
13673	ORL	DXB	EK
13818	TPA	DXB	EK
13407	FLL	ISB	EK
13461	HOU	ISB	EK
13462	HOU	KBL	EK
13526	LAX	ISB	EK
13674	ORL	ISB	EK
13766	SEA	ISB	EK
13775	SFO	ISB	EK
13527	LAX	KBL	EK
13603	NYC	KBL	EK
13675	ORL	KBL	EK
13767	SEA	KBL	EK
13676	ORL	KWI	EK
13686	PHL	KWI	EK
13739	SAN	KWI	EK
13821	TPA	KWI	EK
2374	WAS	NBO	EK
9771	NYC	NBO	EK
13246	ATL	NBO	EK

#### K.8 AIR CARRIER QUALITY AND SAFETY

(a) By checking the box below, the offeror proposing to serve a line item through a codeshare arrangement with a foreign air carrier represents that the offeror has reviewed the foreign carrier's operations and maintenance and based on that review has determined that the

foreign air carrier provides a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice. For purposes of this certification, substantially equivalent means that the foreign air carrier's operations and maintenance function largely, but not wholly, in the same manner as the offeror's operations and maintenance. To be eligible for award on international routes (line items), the offeror must make the representation below if the offeror proposes to provide service through foreign codeshare air carriers.

☒ The offeror represents that it has reviewed the operations and maintenance of each foreign codeshare air carrier to be used by the offeror to provide service under this contract and based on the review(s) has determined that the foreign air carrier(s) provide(s) a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice.

(b) Prior to award, DoD shall review and approve all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. Foreign air carriers performing any portion of a route (line item) awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval. DoD review of offerors and their U.S. and foreign codeshare air carriers will be based on the criteria specified in 32 CFR Subparts 861.4 and 861.6, respectively. The 12 month experience requirement at 32 CFR 861.4(e)(1) as provided in 32 CFR 861.6(b) must be met by foreign codeshare air carriers by the date of contract award.

(c) At any time during the period of performance, if the servicing carrier (the contract carrier or codeshare partner) loses DoD approval for any reason related to 32 CFR Part 861, then GSA may re-award the affected contract line item(s) until such time as DoD approval of the servicing carrier is restored.

#### K.9 CRAF CERTIFICATION

The offeror hereby certifies that it:

☒ Has a CRAF contract; or

☐ Has offered to participate in the Civil Reserve Air Fleet

OR

☐ Has a Letter of CRAF Technical Ineligibility; or

☐ Has applied for a Letter of CRAF Technical Ineligibility.

#### K.10 PLANNED SERVICE

The offeror shall list below all proposed line items with planned service to be implemented and operational between July 26, 2020 and September 30, 2020. Service planned to commence on or after October 1, 2020 should not be included.

Line Item No.	Origin	Destination	Effective Date of Planned Service

(END OF SECTION K)

## **JetBlue Fare Class Hierarchy**

### **Economy**

Y/E

K

H

Q

B

V

R

W

M

Z

O

U

S

P

E class is equivalent to Y class

### **Business**

J

C

D

I

**ADDENDUM 1**  
REQUEST FOR PROPOSAL (RFP)  
AIRLINE CITY PAIR PROGRAM  
47QMCB20R0001

In accordance with Section L.4, FAR 52.212-1(c) Instructions to Offerors – Commercial Items (OCT 2018), the period for acceptance of offers is hereby changed as follows:

**FROM:**

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**TO:**

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm from the date specified for receipt of offers to the end of the contract period or any option periods exercised.

**ADDENDUM 2**  
REQUEST FOR PROPOSAL (RFP)  
AIRLINE CITY PAIR PROGRAM  
47QMCB20R0001

In accordance with FAR 12.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, the following sub-paragraphs of FAR 52.212-4 Contract Terms and Conditions—Commercial Items (OCT 2018) are hereby stricken from the solicitation as they are not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program:

(n) *Title.*

(o) *Warranty.*

(p) *Limitation of liability.*

In addition, subparagraph (b) Options of FAR 52.212-2 Evaluation – Commercial Items (OCT 2014) is hereby stricken as it is not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program. The fixed-price fare(s) proposed by offerors covers the base period and any option period exercised; therefore, separate pricing for option periods are not evaluated.

# Carrier Awards Summary Report

Carrier	Carrier Name	Domestic Awards	Estimated Domestic Dollar Value	International Awards	Estimated International Dollar Value	Total Awards	Estimated Total Dollar Value
<b>3M</b>	<b>Silver Airways</b>	8	\$2,326,269	2	\$36,742	10	\$2,363,011
<b>AA</b>	<b>American Airlines</b>	4,995	\$702,362,924	734	\$149,514,479	5,729	\$851,877,403
<b>AS</b>	<b>Alaska Airlines</b>	392	\$99,810,505	5	\$90,036	397	\$99,900,541
<b>B6</b>	<b>JetBlue Airlines</b>	51	\$8,531,691	92	\$36,757,183	143	\$45,288,875
<b>DL</b>	<b>Delta Airlines</b>	1,791	\$290,413,897	749	\$124,694,174	2,540	\$415,108,071
<b>HA</b>	<b>Hawaiian Airlines</b>	22	\$14,328,342	21	\$29,000,764	43	\$43,329,106
<b>UA</b>	<b>United Airlines</b>	1,730	\$299,993,580	680	\$274,824,096	2,410	\$574,817,676
<b>WN</b>	<b>Southwest Airlines</b>	652	\$215,540,798	12	\$282,743	664	\$215,823,541
<b>Totals</b>		<b>9,641</b>	<b>\$1,633,308,007</b>	<b>2,295</b>	<b>\$615,200,217</b>	<b>11,936</b>	<b>\$2,248,508,224</b>

**JETBLUE AIRWAYS CORPORATION**

**SMALL BUSINESS SUBCONTRACTING PLAN**

**I. IDENTIFICATION DATA:**

**Address:** 27-01 Queens Plaza North, Long Island City, NY 11101

**Date Prepared:** November 19, 2018

**Description of Types of Supplies/Services:** Commercial Products or Services

**Contract Number:** GS-33F-GA005

**Commercial Plan Period:** January 1, 2020 to December 31, 2020

**Projected annual sales (Company-wide):** (b) (4)

**II. TYPE OF PLAN: FAR 19.701 (For description of these plans, see Cover Page and FAR clause 52.219-9). Choose one:**

☒ **Commercial**  
☐ **Individual**  
☐ **Master**

**III. GOALS:**

*FAR clause 52.219-9(d) states that the subcontracting plan shall include the following:*

*(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.*

*For **individual** subcontracting plans, **and if required** by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.*

*(2) A statement of total dollars planned to be subcontracted for an individual subcontracting plan; or for a commercial plan, the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan; and, total dollars planned to be subcontracted to SB concerns, VOSB, SDVOSB, HUBzone, SDB, and WOSB concerns.*

**Remember:**

- **Commercial plans will always reflect annual company-wide goals**



- Individual plans will reflect contract-specific goals, including all options. The individual plan shall contain separate statements and goals for the basic contract (period) and for each option (period) remaining.
- Do not include goals for initial Master plans submitted for approval.
- Dollars and percentages to OTSB and total small businesses (including all socioeconomic subsets) must equal the total subcontracted to both categories in dollars and percentages.
- Goals will only reflect percent of total contract value (optional) for individual subcontracting plans IF required by the Contracting Officer.

Each contractor is expected to offer the maximum practicable opportunities to each type of small business concern, consistent with their best faith efforts and supported by their reports and records of actual achievements.

Note that “zero” is not considered a “positive” goal to strive for, which the FAR requires, and additional steps plus justification will be needed if a contracting officer plans to accept any category that lacks a goal.

**COMPLETE THE GOAL FORMAT BELOW ONLY IF SUBMITTING AN INDIVIDUAL SUBCONTRACTING PLAN.** The tables are provided to assist in computing the total subcontract dollars and percentages, including all options. First, complete the table for the base period of the contract and each option period, if any, “A contract may have no more than one subcontracting plan.”

(If submitting a commercial plan, please remove the following sample pages, for base and option goals, before submitting your plan.)

**Note:** If a subcontracting plan is being added to an existing contract due to a contract modification exceeding the plan threshold in 19.702(a), use clause 52.219-9 with the new Alternate IV to replace paragraphs (c) and (d). If re-representation of business size (no longer small) occurs, and a subcontracting plan is being added to the existing contract, please delete the appropriate section (Base Goals and any earlier option periods) which have already ended and submit separate sections and goals only for the remaining periods of the contract.

However, when an option period is being exercised under a contract with an existing subcontracting plan, a new subcontracting plan is not required. The goals of the pending option are added to those in the existing approved subcontracting plan. When the goals are amended, these goal changes do not apply retroactively, but from date of incorporation of the plan into the contract.

Then, complete the Total Goals (Sum of all periods) table which follows the individual period sections.

**JetBlue Airways Corporation provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category \*\*plus a percentage of total contract value (only IF required by the Contracting Officer for this contract):**

1. Estimated **TOTAL** dollars planned to be subcontracted **to all types of concerns** (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

**Annual Commercial Purchases/Spend:** (b) (4)

2. Total dollars planned to be subcontracted to those classified as **other than small** business concerns:

**Annual Commercial Purchases/Spend:** (b) (4)

3. Total dollars planned to be subcontracted to **all Small** business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

**Annual Commercial Purchases/Spend:** (b) (4)

4. Total dollars planned to be subcontracted to **veteran-owned small** business concerns (including service-disabled veteran-owned small businesses):

**Annual Commercial Purchases/Spend:** (b) (4)

5. Total dollars planned to be subcontracted to **service-disabled veteran-owned small** business concerns (**subset of VOSB above and cannot be higher than #4 above**):

**Annual Commercial Purchases/Spend:** (b) (4)

6. Total dollars planned to be subcontracted to **HUBZone small** business concerns:

**Annual Commercial Purchases/Spend:** (b) (4)

7. Total dollars planned to be subcontracted to **small disadvantaged** business concerns (including ANCs and Indian tribes):

**Annual Commercial Purchases/Spend:** (b) (4)

8. Total dollars planned to be subcontracted to **women-owned small** business concerns:

**Annual Commercial Purchases/Spend:** (b) (4)

**IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:**

*FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.*

***Check all possible business categories that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources:***

- Contact your local Small Business Administration Commercial Market Representative via [www.sba.gov/localresources](http://www.sba.gov/localresources)*
- Access the Dynamic Small Business Search database at [Link to Dynamic Small Business Search](#)*
- Post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>*

The principal types of supplies and/or services that JetBlue Airways Corporation anticipates to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows:

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
(b) (4)							

**V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:**

*FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.) Provide a justification for any low goal(s) and other explanations for your challenges here.*

(b) (4)

**VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:**

*FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists.*

***Note:** Use of SAM as a source list does not relieve a firm of its responsibilities to identify potential small business sources by other means (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause. FAR 19.703 adds that the prime contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract . . . and a prime contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding their size or socioeconomic status.*

(b) (4)

(b) (4)

**VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS: FAR**

*19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANC's and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANC's and Indian tribes), and WOSB concerns.*

**PER THE SBA, CONTRACTORS SUBMITTING COMMERCIAL PLANS SHOULD ALWAYS INCLUDE INDIRECT COSTS TO MAXIMIZE OPPORTUNITIES AND CAPTURE MAJOR COMPANY-WIDE EXPENSES.**

**NOTE:** *indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor's organization and the conduct of activities it performs. Types of indirect costs include routine supplies and general and administrative (G&A) expenses. However, fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.), are NOT considered subcontracting and shall be excluded).*

(b) (4)

*If indirect costs HAVE been included in individual subcontracting plans, provide the method used to determine the proportionate share of indirect costs to be incurred with small business concerns for your contract below. **Note: Since indirect costs not specific to the individual contract are prorated to performance under that contract, including such costs is sometimes not beneficial nor does it add any value to the goals. When a subcontracting plan includes indirect costs in the goals, these costs must be included in your reports submitted into eSRS.***

(b) (4)

**VIII. PROGRAM ADMINISTRATOR:** *FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and email address), in case of questions, and provide an alternate point of contact, if applicable.*

Name: (b) (6)

Title/Position: Director, Strategic Sourcing

Telephone number: (b) (6)

Email Address: (b) (6) @jetblue.com

Alternate POC with contact information: (b) (6), (b) (6) @jetblue.com

**Duties:** In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:


1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports.
20. Coordinate the company's activities during compliance reviews by Federal agencies.



**IX. EQUITABLE OPPORTUNITY:** *FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.*

(b) (4)

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[REDACTED]

**X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:** *FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.*


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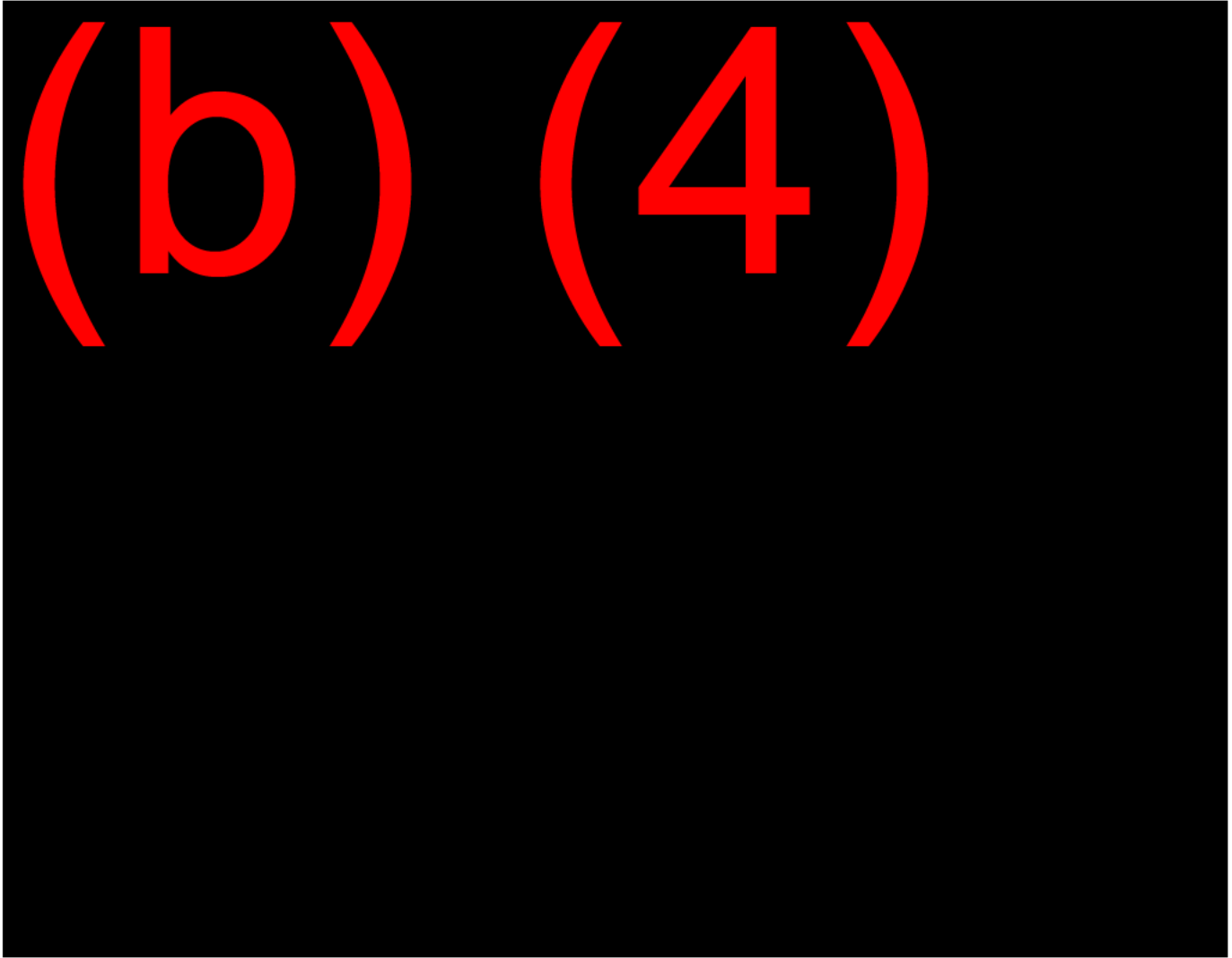
**XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS**

(b) (4)

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**XII. REPORTING AND COOPERATION:** *FAR 19.704(a)(10) and clause 52.219-9(d)(10) require assurances that the offeror will do the following. Guidance is attached to the Model Subcontracting Plan Template on the ISR and SSR reporting requirements. Remove the ATTACHMENT before submitting the subcontracting plan and save the information as reference in order to comply.*

(b) (4)

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Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

For Commercial Subcontracting Plans, only one Summary Subcontracting Report (SSR) is required for the calendar period October 1 through September 30. Enter the SSR in eSRS within 30 days after the end of the Government's fiscal year (and remove the Report Due dates lines below for ISR).

The final ISR is due within 30 days of contract completion.

Note: for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.

The contractor must correct and resubmit the report within 30 days of receiving notice of rejection by the contracting officer.

**ASSISTANCE IN REPORT PREPARATION CAN BE FOUND IN THE ATTACHMENT, *REPORTING INSTRUCTIONS FOR CONTRACTORS*, or in guidance documents on the eSRS Home page, and from your local SBA Commercial Marketing Representative.**

**XIII. RECORDKEEPING:** *FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.*

(b) (4)

(b) (4)

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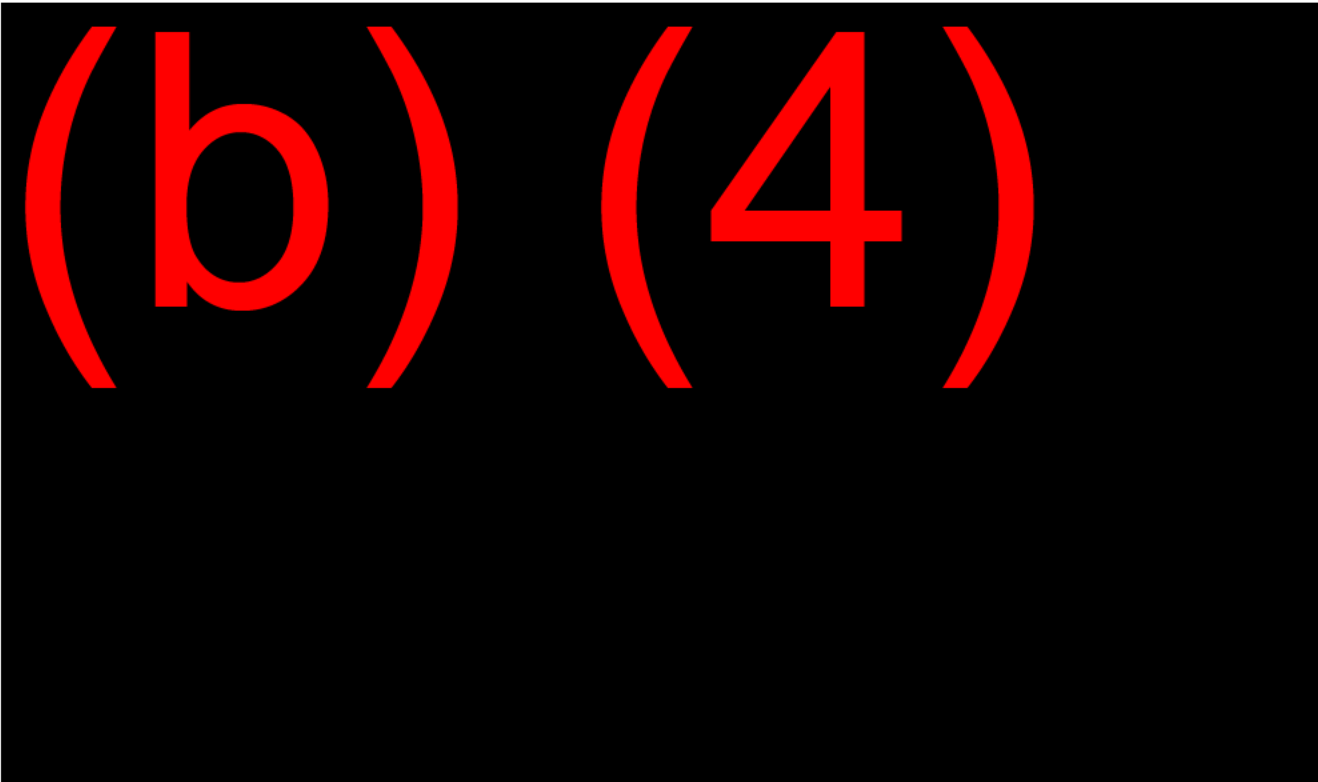
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XIV. ADDITIONAL ASSURANCES (NEW):

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(b) (4)

**XV. DESCRIPTION OF GOOD FAITH EFFORT** *(Also, refer to 13 CFR 125.3(d), Determination of Good Faith Effort)*

*In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take (if any, in addition to the efforts already listed under the Equitable Opportunities Section IX, or explanations provided in Section IV.*

(b) (4)

**XVI. STATUTORY REQUIREMENTS (FAR 19.702)**

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the **maximum practicable opportunity** to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the **timely payment** of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting possibilities/opportunities exist.
- The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- Reminder: As stated in [15 U.S.C. 637\(d\)\(8\)](#), any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, [15 U.S.C. 637\(d\)\(4\)\(F\)](#) directs that a contractor's **failure to make a good faith**

**effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

**The above requirements will be negotiated with the Contracting Officer in the time specified and prior to plan approval and contract award or renewal. The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.**

**XVII. SIGNATURE REQUIRED:**

This subcontracting plan was SUBMITTED by:

Signature: \_\_\_\_\_ (b) (6) \_\_\_\_\_

Typed Name: (b) (6)

Company Title: Director, Strategic Sourcing

Date Signed: November 21, 2019

**Government**

Signature: \_\_\_\_\_ (b) (6) \_\_\_\_\_

Printed Name: \_\_\_\_\_ Corey Gerst \_\_\_\_\_

Agency: \_\_\_\_\_ GSA \_\_\_\_\_

Date Signed: \_\_\_\_\_ 12/05/19 \_\_\_\_\_

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## I. Recommendations for Airline and TMC 48-hour Messaging Coordination

### Preface

The General Services Administration's (GSA's) Center for Travel Management would like reinforce our understanding of your carrier's plans for continued implementation of the 48-hour auto cancellation rule allowed for the City Pair Program (CPP) during the Fiscal Year (FY) 2021 contract period. GSA's goal is to ensure the E-Gov Travel Service 2 (ETS2) and Travel Management Centers (TMC) vendor community are continuing compliance with changes implemented in FY14 which provides travelers with notifications that are necessary to avoid unintended flight cancellations, and prevent travelers from arriving at the airport without tickets.

To minimize impact to TMCs attributable to the 48-hour rule requested by the airlines, it will be advantageous for the ETS2 vendors and/or TMCs to be able to employ automation tools at their disposal to advise Federally-funded travelers of the terms applicable to CPP fares. This will ensure travelers get prompt notifications of all cancellations made by airlines when the 48-hour rule applies to FY21 reservations.

Unfortunately, the use of such automation by ETS2 vendors and/or TMCs will only be possible with support from the carriers. Detailed information about each carrier's plans for presenting its fare rule changes in the Global Distribution System (GDS) and the formats for documenting affected Passenger Name Records (PNR) are needed in order for TMCs to enable such automation.

### GOAL

The information you provide should enable TMCs to issue the following important traveler notifications associated with the CPP 48 hour cancellation rule:

- **Notification on Itinerary (Itinerary Remark)** - Notify the traveler that fare rules may result in cancellation if the reservation is not ticketed at least 48 hours prior to scheduled departure.
- **Notification Prior to Ticketing Window (Email Message)** - Follow-up traveler notification, 72 hours prior to travel, emailed to travelers whose reservation(s) has/have not yet been traveled.

In the event of actual cancellation by the airline, TMCs should notify the traveler and provide instructions to remediate, if necessary:

- **Notification of Cancellation (Email Message)** – Upon receipt of carrier-provided cancellation notice via the GDS, TMC shall email (or otherwise contact) the affected traveler(s), notifying him/her of the cancelled flight(s), and provide instructions to: attempt rebooking of the affected segments; cancel the balance of the affected PNR; or arrange travel for a replacement itinerary.

Note that while the TMCs' ability to fulfill the first two traveler notifications are not dependent on the mode or format of carrier-provided notifications, arguably the most important notification (Notification of Cancellation) can only be achieved in conjunction with consistent carrier provided messaging and delivery.

*Thank you in advance for your willingness to provide this important information.*

## Request for Additional Information

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### SCREEN CAPTURES

To minimize traveler inconvenience, it is important that airlines help TMCs employ software-enabled automation to perform some or most of the tasks triggered by carrier-implemented actions and PNR messages relating to the 48-hour rule. The information you deliver in response to this request will be crucial in enabling TMCs to maximize their use of automation and minimize the need for costly manual PNR processing. Depending on the tools being utilized by TMCs, and their respective method of interfacing with each GDS, specific requirements for detailed information may differ among the affected parties; however, providing GDS screen captures of the requested elements should satisfy the requirements for most TMCs to implement the automated, or automation assisted, traveler notifications desired.

***Please Note:** In order for the ETS2 vendors and TMCs to successfully implement the necessary automation to deliver required traveler notifications, it is crucial that the information you provide accurately defines the actions your carrier will take. Examples you provide in the form of GDS screen captures, precisely depict the content and formatting of all PNR messaging and the fare rules.*

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### PLACEMENT OF RESTRICTION CONTENT AT THE TIME OF BOOKING:

Placement of Restriction:

#### Text to be added to Category 5 Fare Rules (if applicable)

Please provide a screen capture of the fare rules associated with CPP fare types as they will appear effective 01 October 2020. If the text to be used or the format of the text is presented differently in one or more GDS, please submit (or insert) a screen capture for the GD'

#### GDS Booking Notification

(Reference attached image file or insert screen capture here)

### Carrier Appended Messages at the Time of Booking (if applicable)

Notification:

Please provide a screen capture of the Other Services Indicated/Special Service Requested/Required (OSI/SSR) message to be inserted by your carrier's automation system at the time of booking of reservations for travel commencing on or after 01 October 2020. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, define the queue/category of the originating pseudo city into which you will place each updated PNR, for the GDS':



**For Reservations Booked 72 Hours or More than 72 Hours Prior to of Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Booking Notification**

(Reference attached image file or insert screen capture here)

**For Reservations Booked Between 72 Hours and 48 Hours Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

GDS Booking Notification (Reference attached image file or insert screen capture here)

**For Reservations Booked 48 Hours or Less than 48 Hours Prior to Travel****GDS Booking Notification**

(Reference attached image file or insert screen capture here)

**NOTIFICATION UPON CANCELLATION BY CARRIER:**

In order to enable proper notification to Federally-funded travelers by Government-contracted TMCs, CPP carriers implementing auto-cancellation of qualifying PNRs are asked to provide timely, properly, and consistently formatted notifications of all carrier-implemented cancellations of unticketed reservations cancelled 48 hours or less than 48 hours of departure, pursuant to the revised terms governing CPP fares.

Please provide a screen capture of the OSI/SSR reservation cancellation notice to be inserted by your carrier's automation system at the time of cancellation for unticketed reservations for travel commencing on or after 01 October 2020. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR, including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, for the following GDSs, define the queue/category of the PNR's originating pseudo city into which you will place each updated PNR:

**For Reservations Booked 72 Hours or More than 72 Hours Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

**For Reservations Booked Between 72 Hours and 48 Hours Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

**For Reservations Booked 48 Hours or Less than 48 Hours Prior to Travel**

*The following examples presume a scheduled departure date of 21OCT2020 at 8:10AM*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

This is the SSR message that gets appended shortly after PNR creation:

8.SSRADTK1SKK2.TKT UA SEGS BY 09JUL2020 TO AVOID AUTO CXL /EARLIER

9.SSRADTK1SKK2.TICKETING MAY BE REQUIRED BY FARE RULE\

This is the reminder SSR message that gets appended 24 hours prior to cancellation:

37.SSRADTK1PKK4.REMINDER UA SEGS SUBJ TO CXL ON 22JUL2020

This is the SSR message that gets appended after PNR cancellation:

10.SSRADTK1SKK2.UNTICKETED UA SEGMENTS CANCELLED

## II. Recommendations for Airline and TMC 7-Day International Business Class Fares Messaging Coordination

### Preface

GSA's Center for Travel Management would like to reinforce our understanding of your carrier's plans for continued implementation of the 7-day (calendar days) auto-cancellation allowed for CPP International Business Class Fares during the FY21 contract period. GSA's goal is to ensure the ETS2 and TMC vendor community are continuing compliance with changes implemented in FY14, which provides travelers with notifications that are necessary to avoid unintended flight cancellations and prevent travelers from arriving at airport without tickets.

To minimize impact to TMCs attributable to the 7-day rule requested by the airlines, it will be advantageous for the ETS2 vendors and/or TMCs to be able to employ automation tools at their disposal to advise Federally-funded travelers of the terms applicable to CPP fares and to ensure travelers get prompt notifications of all cancellations made by airlines when the 7-day rule applies to FY21 reservations.

Unfortunately, the use of such automation by the ETS2 vendors and/or TMCs will only be possible with support from the carriers. Detailed information about each carrier's plans for presenting its fare rule changes in the GDS and the formats for documenting affected PNRs are needed in order for TMCs to enable such automation.

### GOAL

The information you provide should enable TMCs to provide the following important traveler notifications associated with the 7-day rule:

- **Notification on Itinerary (Itinerary Remark)** - Notify the traveler that fare rules may result in cancellation if the reservation is not ticketed at least 7 days prior to scheduled departure.
- **Notification Prior to Ticketing Window (Email Message)** - Follow-up traveler notification, 8 days prior to travel, emailed to travelers whose reservation(s) has/have not yet been traveled.

In the event of actual cancellation by the airline, TMCs should notify the traveler and provide instructions to remediate, if necessary:

- **Notification of Cancellation (Email Message)** – Upon receipt of carrier-provided cancellation notice via the GDS, TMC shall email (or otherwise contact) the affected traveler(s) notifying him/her of the cancelled flight(s), and provide instructions to: attempt rebooking of the affected segments; cancel the balance of the affected PNR; or arrange travel for a replacement itinerary.

Note that while the TMCs' ability to fulfill the first two traveler notifications, are not dependent on the mode or format of carrier-provided notifications, arguably the most important notification (Notification of Cancellation) can only be achieved in conjunction with consistent carrier provided messaging and delivery.

*Thank you in advance for your willingness to provide this important information.*

## Request for Additional Information

### SCREEN CAPTURES

To minimize traveler inconvenience, it is important that airlines help TMCs employ software-enabled automation to perform some or most of the tasks triggered by carrier-implemented actions and PNR messages relating to the auto cancellation rule. The information you deliver in response to this request will be crucial in enabling TMCs to maximize their use of automation and minimize the need for costly manual PNR processing. Depending on the tools being utilized by TMCs, and their respective method of interfacing with each GDS, specific requirements for detailed information may differ among the affected parties; however, providing GDS screen captures of the requested elements should satisfy the requirements for most TMCs to implement the automated, or automation assisted, traveler notifications desired.

***Please Note:** In order for the ETS2 vendors and TMCs to successfully implement the necessary automation to deliver required traveler notifications, it is crucial that the information you provide accurately defines the actions your carrier will take. Examples you provide in the form of GDS screen captures, precisely depict the content and formatting of all PNR messaging and the fare rules.*

### PLACEMENT OF RESTRICTION CONTENT AT THE TIME OF BOOKING:

#### Placement of Restriction:

#### Text to be added to Category 5 Fare Rules (if applicable)

Please provide a screen capture of the fare rules associated with CPP fare types as they will appear effective 01 October 2020. If the text to be used or the format of the text is presented differently in one or more GDS please submit (or insert) a screen capture for the GDS':

#### GDS

(Reference attached image file or insert screen capture here)

#### Carrier Appended Messages at the Time of Booking (if applicable)

#### Notification:

Please provide a screen capture of the OSI/SSR message to be inserted by your carrier's automation system at the time of booking of reservations for travel commencing on or after 01 October 2020. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, define the queue/category of the originating pseudo city into which you will place each updated PNR, for the following GDS':

### For Reservations Booked 8 Days or More than 8 Days Prior to Travel

*The following examples presume a scheduled departure date of 21OCT2020 at 8:10AM*

#### GDS Booking Notification:

(Reference attached image file or insert screen capture here)

**For Reservations Booked Between 8 Days and 7 Days Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Booking Notification:**

(Reference attached image file or insert screen capture here)

**For Reservations Booked 7 Days or Less than 7 Days Prior to Travel****GDS Booking Notification:**

(Reference attached image file or insert screen capture here)

**NOTIFICATION UPON CANCELLATION BY CARRIER:**

In order to enable proper notification to Federally-funded travelers by Government-contracted TMCs, CPP carriers implementing auto-cancellation of qualifying PNRs are asked to provide timely, properly, and consistently formatted notifications of all carrier-implemented cancellations of unticketed reservations cancelled 7 days or less than 7 days prior to departure, pursuant to the revised terms governing CPP fares.

Please provide a screen capture of the OSI/SSR reservation cancellation notice to be inserted by your carrier's automation system at the time of cancellation for un-ticketed reservations for travel commencing on or after 01 October 2020. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR, including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, for the following GDSs, define the queue/category of the PNR's originating pseudo city into which you will place each updated PNR:

**For Reservations Booked 8 Days or More than 8 Days Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

**For Reservations Booked Between 8 Days and 7 Days Prior to Travel**

*The following examples presume a scheduled departure date of [21OCT2020 at 8:10AM](#)*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

**For Reservations Booked 7 Days or Less than 7 Days Prior to Travel**

*The following examples presume a scheduled departure date of 21OCT2020 at 8:10AM*

**GDS Cancellation Notification:**

(Reference attached image file or insert screen capture here)

This is the SSR message that gets appended shortly after PNR creation:

8.SSRADTK1SKK2.TKT UA SEGS BY 09JUL2020 TO AVOID AUTO CXL /EARLIER

9.SSRADTK1SKK2.TICKETING MAY BE REQUIRED BY FARE RULE\

This is the reminder SSR message that gets appended 24 hours prior to cancellation:

37.SSRADTK1PKK4.REMINDER UA SEGS SUBJ TO CXL ON 22JUL2020

This is the SSR message that gets appended after PNR cancellation:

10.SSRADTK1SKK2.UNTICKETED UA SEGMENTS CANCELLED